

The purpose of this document is to explain the terms of agreement for access to, and protection of the integrity of, the No Proof of Age No Sale training resource.

## 1 Purpose and scope


- This agreement applies to:
  - The use and control of access to the online training resource by you as the Main Contact for your organisation's subscription and for all users within your organisation.
  - The maintenance of the interactive training resource by Trading Standards South West.
  - You are responsible for providing access to staff within your organisation to enable them to complete training via use of a password protected website.

## 2 Protecting the integrity of the website

- In subscribing to the toolkit, you are making a commitment to
  - Institute your own quality control procedures for the information and advice from the website ensuring your business does everything to combat underage sales.
  - Ensure that the password entry to the website remains confidential to your organisation (**failure to do so is a breach of contract**).

## 3 Subscribers

- The web-based business support package provided is an interactive website with a variety of resources that provide staff and managers training about the legislation regarding age restricted sales. There are tests and records for the managers and staff. All documents may be downloaded and used within staff training records of the subscribing business only and may not be distributed elsewhere.
- All documents and images are copyrighted and may only be used to the extent that this agreement allows.
- It is the responsibility of each subscriber/Business to make sure that appropriate staff are fully aware of the intent and contents of the procedures and that they are encouraged to suggest changes/improvements. All suggested changes/improvements should be directed to Trading Standards South West.

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- It is recommended that each Business nominate a ‘main contact’ to be responsible for all contact with Trading Standards South West, including receipt of documents and invoicing .

#### **4 Review and approval of amendments/updates/corrections**

- Once a quarter Trading Standards South West will review and approve the current status of the training resource, regardless of whether or not there have been any changes suggested. A record of accepted amendments to the training resource will be maintained by Trading Standards South West.
- The Main Contact will be emailed with details of any changes made to the training resource (including updated legislation, new materials or relevant prosecution cases).

#### **5 Data Protection**

- By agreeing to this terms of agreement, you give Trading Standards South West consent for us to process data regarding your business for the purposes of supplying online age restricted sales training.
- In order to supply said age restricted sales training and distribute login information, you agree that Trading Standards South West may hold the following personal data:
  - Names; E-mail addresses; Postal Addresses (business address only); Date of employment; Telephone numbers; Exam data; Training certificates.
- We will use personal information collected about Authorised Users for the purposes of (a) providing access to and use of the online service to you, (b) providing customer support, billing and other similar activities related to the online service, and (c) keeping you informed about products, service, offers and upcoming events and to improve our service.
- Trading Standards South West shall take all reasonable precautions to preserve the integrity and prevent any corruption, loss, damage or destruction of subscriber’s & trainees staff data and information. We back-up the system on a daily basis which can be rolled back in the event of any data breach.
- In order to aid a potential due diligence defence, you agree that Trading Standards South West may share the following personal data with **your** Local Authority Trading Standards only;
  - Business name; Business address; Main contact name.
- Trading Standards South West will not share any personal data regarding members of staff in any circumstances, except for where we’re legally permitted to do so. It is up to the subscribers/managers to print off staff certificates to prove that staff have undertaken the training.

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- Trading Standards South West will hold personal data for a period of up to 3 years, at which point any personal data held will be reviewed and permanently removed if the business no longer subscribes to the service. Under the 'Right to Erasure' obligation, any subscriber or staff member may request permanent removal from our systems (in writing, verbally or by e-mail) and we will comply within 28 days.
- All personal data acquired by Trading Standards South West from subscribers shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the consent of the subscriber.
- For our full Privacy Policy and our Terms & Conditions, please visit [www.npoans.org.uk](http://www.npoans.org.uk).

#### **Please Note**

The website is not intended to be a static site but will develop/evolve over time as legislation changes. It is intended to be a reflection of best and consistent practice throughout the regulatory services community within South West.

**All communications regarding the subscription should be sent to Trading Standards South West at**

**[admin@npoans.org.uk](mailto:admin@npoans.org.uk)**