Green Deal Central Charge Database (GDCC) Privacy Notice v1.1

The Green Deal Central Charge database ("GDCC") is operated by the MRA Service Company Limited ("MRASCo", "we", "us") of 8 Fenchurch Place, London EC3M 4AJ on behalf of the GDCC Operator.

This privacy notice sets out the basis on which we will process information you provide to us or that we collect for the purposes of carrying out duties and functions on behalf of the parties to the Master Registration Agreement ("MRA") in accordance with the provisions set out under that Agreement, and other lawful purposes in accordance with relevant data protection legislation, such as the Data Protection Act ("DPA"), or the General Data Protection Regulation ("GDPR").

Please read the following carefully to understand our views and practices regarding information we collect and process, and how we will treat it. The set of rights you can exercise as an individual under current data protection legislation is stated along with the contact information of relevant parties.

For an explanation of terms used, refer to the definitions section at the end of the policy.

GDCC Data

GDCC Data is provided by or on behalf of Authorised GDCC Users in accordance with the provisions of their GDCC Access Agreement, the latest version of which is accessible at https://www.mrasco.com/green-deal/accessing-the-gdcc.

The GDCC enables the use of GDCC Data in accordance with the permitted uses set out in the MRA, and any GDCC Access Agreement between MRASCo and a named person.

By accessing the GDCC, users agree to comply with all terms of use as set out in the MRA, as published on the MRASCo website from time to time and the relevant GDCC Access Agreement.

Information about GDCC User Personnel ("User Information") we process

Access to the GDCC is limited to individuals who have been provided with an individual user account, either by us or by the organisation that they are accessing the GDCC on behalf of ("GDCC User Personnel", "you").

To ensure only legitimate GDCC User Personnel access the GDCC via the dedicated website, we will process the following:

For GDCC User Personnel who access the GDCC via the dedicated website, we will collect:

- information you, or your organisation provides when your individual user account is created, or when you report a problem with the GDCC or otherwise correspond or communicate with us. This includes name, address, email address, and telephone number;

In addition, we will store details about the connection made when a GDCC User accesses the GDCC;

- technical information, including your Internet Protocol (IP) address, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and
• information about your visit to and use of the GDCC, including the full Uniform Resource Locators (URL) clickstream to, through and from the service (including date and time); page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

Purposes of the processing and storage of User Information
The User Information we process or store may fall within one or more of the following categories:

• to provide you with access to and use of the GDCC;
• for internal operations including data analysis, audit management, testing, research, reporting, statistical and survey purposes and to keep the GDCC safe and secure;
• to improve the GDCC and notify you about changes to the GDCC or our GDCC Central Administration Service; and
• to ensure that content from the GDCC is presented in the most effective manner for you and for your computer.

Storage of data
Any personal data we hold of the GDCC User will be stored for only if it is required, according to governing laws. Once you cease to require access to the GDCC database, we will delete all personal data, but may keep other information for analytical and performance reasons.

International transfers of personal data
GDCC, and all GDCC data and User Information it holds, is kept within the European Economic Area and any User Information that constitute personal data is protected by the DPA, or the GDPR, whichever is in vigour. Transfer of information or data held within GDCC to any location outside the European Economic Area is not permitted, and would constitute a breach of the MRA Agreed Procedure ("MAP") 18, and possibly of the GDPR in case the safety measures for the processing of personal data are not deemed adequate.

How MRASCo will protect your data
We treat any personal data about you and any technical information about the connection between the device used by the GDCC User and the GDCC dedicated website with the utmost care to prevent loss, misuse or unauthorised access. To ensure the safeguard of the data, we take a variety of appropriate technical and organisational measures. For example, we implement access controls, use firewalls and secure servers, and encrypt personal data.

Disclosure of Information
We will make GDCC Data available to Authorised GDCC Users in accordance with that persons GDCC Access Agreement, but we will not otherwise share GDCC Data or User Information with any third party except:

• where we are under a legal, regulatory or professional obligation to disclose this information, or to protect our contractual or other rights, property, or safety or those of others;
where we, or substantially all our assets, are merged or acquired by a third party, in which case this information may form part of the transferred or merged assets; or

where we are using a third-party service provider to provide services that involve data processing.

Links to Third Party Websites
GDCC may contain links to third party websites. If you follow a link to any third-party website, please be aware that these websites have their own privacy policy and that we do not accept any responsibility or liability for their policies. Please check these policies before you submit any personal data to these websites.

Your Rights
In compliance with existing and upcoming data protection legislation, individuals have a set of rights that can be exercised with regards to their personal data. For GDCC Users, MRASCo shall fulfil legitimate requests for the following rights:

- To ask for a copy of the personal data we hold on you. You can specify to obtain it either in physical or digital form;
- To ask us to correct data about you that is inaccurate. For instance, if your personal name changes; and

For the fulfilment of your request, we will adhere to governing laws. Differences in data protection legislation are reflected below:

- Under the DPA, enforced until 24th May 2018, the period to fulfil the request is forty days. There may be a fee of £10 associated with the request, depending on the volume of work required; or
- Under the GDPR, enforced from 25th May 2018 onwards, the period to fulfil the request is one month, and normally free of charge, though at the discretion of MRASCo a small fee may be applied in cases where the request is complex.

To make a Subject Access Request you will need to provide adequate proof of identity such as a copy of your passport, birth certificate or driving licence before your request can be processed, as well as paying any fee, if applicable. The request can be transmitted via email or by post, using the contact details in the ‘Contact us’ section.

Changes to Our Policy
We keep this policy under regular review and may be amended by us at any time. Any updated version of this policy will be published on the MRASCo website at www.mrasco.com and distributed to GDCC User Personnel. Please check this page periodically to inform yourself of any changes.

This policy was last reviewed on 23rd March 2018.

Contact us
By activating a user account for the GDCC, or by providing any personal information to us offline (for example, where you write to us) you are accepting and consenting to the practices described in this policy.
If you have any questions, need further information about our privacy notice or practices, would like to let us know that your details require updating, or would like to request one of your available rights please contact us at GDCC@Gemserv.com, telephone number: +44 (0)20 7090 1068 or by post:

GDCC CAS
8 Fenchurch Place,
London EC3M 4AJ.

Contact the Information Commissioner’s Office (“ICO”)

In case you are dissatisfied with the service provided by the MRA help desk team with regards to the fulfilment of your rights and would like to lodge a complaint, you can contact the ICO via:

- email: casework@ico.org.uk;
- telephone number: 0303 123 1113 (local rate) or 01625 545 745 if you prefer to use a national rate number; or
- postal address:
  Information Commissioner’s Office
  Wycliffe House
  Water Lane
  WILMSLOW
  SK9 5AF
### Definitions used in this policy

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Authorised GDCC User</td>
<td>means an organisation who is authorised to access GDCC data in accordance with the MRA and any relevant GDCC Agreement.</td>
</tr>
<tr>
<td>Data controller</td>
<td>means the individual or corporate entity that determines the purposes and means of the processing of personal data.</td>
</tr>
<tr>
<td>Data Processor</td>
<td>means the individual or corporate entity which processes personal data on behalf of the controller.</td>
</tr>
<tr>
<td>Data Protection Act</td>
<td>means the Data Protection Act 1998, and any statutory instrument that has effect under that Act, all as amended from time to time.</td>
</tr>
<tr>
<td>GDCC</td>
<td>means a database that facilitates the process of managing information related to the collection and remittance of Green Deal charges between Green Deal Licensees (i.e. Electricity Suppliers) and Green Deal Providers.</td>
</tr>
<tr>
<td>GDCC Access Agreement or GDCC</td>
<td>means an agreement between MRASCo and any person that sets out conditions, rights and obligations in relation that persons access to GDCC.</td>
</tr>
<tr>
<td>GDCC User Personnel</td>
<td>means those individuals granted access to GDCC by or on behalf of Enabled GDCC Users, and for whom the Enabled GDCC User has compliance responsibility.</td>
</tr>
<tr>
<td>Enabled GDCC User</td>
<td>means an Authorised GDCC User who has had their access to GDCC activated in accordance with the MRA</td>
</tr>
<tr>
<td>European Economic Area</td>
<td>provides for the free movement of persons, goods, services and capital between its Member States.</td>
</tr>
<tr>
<td>General Data Protection Regulation</td>
<td>means the General Data Protection Regulation, which seeks to harmonise data protection legislation among the European Economic Area Member States. From 25th May 2018 it will replace the Data Protection Directive 95/46/EC, transposed into law in the United Kingdom law as the Data Protection Act 1998.</td>
</tr>
<tr>
<td>Internet Protocol</td>
<td>means the set of rules governing the format of data sent over the Internet.</td>
</tr>
<tr>
<td>Master Registration Agreement or MRA</td>
<td>means the Agreement of that name, including any subsidiary documentation, as published on the MRASCo website and updated from time to time.</td>
</tr>
<tr>
<td>Personal data</td>
<td>means data which relates to a living individual who can be identified from that data, or from that data and other information which is in the possession of, or is likely to come into the possession of MRASCo.</td>
</tr>
<tr>
<td>Uniform Resource Locators</td>
<td>means the standardised naming convention for addressing documents accessible over the Internet.</td>
</tr>
<tr>
<td>User Information</td>
<td>means information about any GDCC User Personnel.</td>
</tr>
</tbody>
</table>