

More information about your ordinary personal data

Type of ordinary personal data held by us	What we use it for	Legal ground	Guideline retention period
Biographical details (including name, title, address, contact details, DOB, gender, emergency contacts, working hours, qualifications photograph)	Administration of the contract, emergency contact details so we can look after your welfare in an emergency, gender for gender pay gap reporting, equal opportunities monitoring, DOB for minimum wage calculations. Photograph for ID badges to help colleagues/customers/ security to identify you.	Legal obligation Performance of the contract In our legitimate interest to hold emergency contact details in order to inform a person nominated by you in an emergency situation. In our legitimate interest to use photographs to help colleagues/customers/ security to identify you.	During employment and up to 6 years after employment ends Photograph: during employment and up to 6 months after employment ends
Recruitment information (including correspondence, references, CV, right to work checks and related documents, job description)	Administration of the contract, and to check and demonstrate that you have the legal right to work in the UK	Legal obligation Performance of the contract In our legitimate interest to maintain relevant and appropriate records of recruitment for business administration and administration of your employment	During employment and up to 6 years after employment ends (Right to work checks - two years after employment ends)
Employment details (including start date, contractual terms, location, job title, job description career history with us)	Administration of the contract Managing our relationship with you on an ongoing basis Details about role/experience, etc. may be used in communications with customers and potential customers	Legal obligation Performance of the contract In our legitimate interest to manage our ongoing relationship and to promote our goods/services to customers and potential customers	During employment and up to 6 years after employment ends
Payroll, tax/NI and bank details	Paying you, deducting tax and NI as appropriate, keeping appropriate records	Legal obligation Performance of the contract	Payroll/tax/NI: Six years from the end of the financial year in which payments are made Bank details: During employment and up to 6 years after employment ends
Working hours and arrangements	Paying you correctly Complying with legal requirements regarding working time Managing attendance, day to day operational management and dealing with requests to	Legal obligation Performance of the contract In our legitimate interest to manage working hours/ arrangements to ensure effective business	During employment and up to 6 years after employment ends

	alter hours	operations	
Pay and benefits including pensions (and information necessary to administer these) and expenses	Providing you with agreed pay, benefits and expenses; making decisions about future compensation; tracking and reviewing pay, benefits, expenses; making strategic decisions about compensation; auditing and reporting on company financial position	Legal obligation Performance of contract In our legitimate interest to analyse pay, benefits and expenses and make decisions about appropriate compensation on an individual and company level	During employment and up to 6 years after employment ends
Performance and career progression (including appraisals, performance management, target/objective setting, consideration of new duties/roles)	Ensuring you perform in accordance with your contract and to the standards we require; considering future duties/roles; setting performance-related pay increases; determining eligibility for performance bonuses	Performance of the contract In our legitimate interest to manage performance and duties/roles to ensure effective business operations and set appropriate levels of remuneration	During employment and up to 6 years after employment ends
Qualifications (including educational, vocational, driving licences where appropriate) and training	Ensuring you are appropriately qualified and trained for current or potential roles	Legal obligation Performance of the contract In our legitimate interest to ensure that you have appropriate qualifications and training for your current or potential future roles	During employment and up to 6 years after employment ends
Holidays and other leave	Managing statutory and non-statutory holiday and other leave	Legal obligation Performance of contract In our legitimate interest to ensure leave taken is compatible with our business requirements and that any consequent operational adjustments are made	During employment and up to 6 years after employment ends
Disciplinary, conduct and grievance matters about you or involving you	Investigating and dealing with disciplinary, conduct and grievance matters related to you or otherwise involving you	Legal obligation Performance of the contract In our legitimate interest to deal effectively with disciplinary, conduct or grievance matters whether you are the subject of them or are otherwise connected to the issues raised Public interest in detecting or preventing unlawful acts	During employment in accordance with our disciplinary and grievance policies, and up to 6 years after employment ends
Employee representation	Establishing and facilitating consultation with staff forum/works council/ EWC on	Legal obligation In our legitimate interest to engage with	During employment and up to 6 years after employment

	relevant matters	appropriate Employee representatives on relevant matters	ends
Health and safety	Conducting risk assessments; establishing safety measures to mitigate identified risks; providing a safe working environment; keeping required records	Legal obligation In our legitimate interest to ensure Employees are able to perform their duties in a safe environment for the efficient operation of the business	Decided on a case by case basis in accordance with the criteria set out in this Privacy Notice, in particular any legal requirement to retain particular records
Changing terms of employment or termination of employment	Administration of the contract, making changes to the terms of employment to fit business requirements; managing our relationship with you on an ongoing basis including during notice; promotions, role changes and other career progression; termination of the working relationship whether instigated by us or you; managing post-employment issues	Legal obligation Performance of the contract In our legitimate interest to manage, alter and, where relevant, to terminate the contractual relationship or respond to resignations and to deal effectively with post-employment issues	During employment and up to 6 years after employment ends
CCTV footage	Primarily for security purposes, although we may also use CCTV footage when investigating allegations of misconduct by Employees	Legal obligation Performance of the contract In our legitimate interest to deal effectively with allegations of misconduct and to maintain the security of our premises	20 days after date on which footage was recorded
Information about your use of business equipment, technology and systems including our computers/ telephones/mobile phones/PDA's/GPS/software/applications/ social media/door entry systems/clocking in and out systems/time recording/performance output monitoring	Maintaining the operation, security and integrity of our business communications systems (e.g. protection from hackers, malware, etc.); providing IT and communications systems support; preventing excessive personal use; keeping premises secure; managing time; recording rate of work/efficiency of work	Performance of the contract In our legitimate interest to maintain operation, security and integrity of communications systems, prevent excessive use of business resources for personal purposes, and monitor and maintain quality of communications with customers; record time worked and rate/efficiency of work	Decided on a case by case basis in accordance with the criteria set out in this Privacy Notice
Personal data produced by you and others in the course of carrying out your job (e.g. job-related emails, minutes of meetings, written reports, business social media presence etc.)	Performance of job duties by you and your colleagues; carrying on the business of the company; monitoring your business social media presence to ensure you comply with standards expected	Performance of the contract In our legitimate interest to carry out the company business	Decided on a case by case basis in accordance with the criteria set out in this Privacy Notice

Personal data, which may include any of the types of data set out in this Appendix, that is relevant to our strategic decision making processes, to planning business operations, actual and potential legal claims, corporate reporting and business risk analysis	To enable us to carry out the company business, analyse current business performance, plan for the future, present information in reports to relevant audiences such as shareholders, protect the company from legal claims, seek professional advice as and when required in the course of running our business	Legal obligation Performance of the contract In our legitimate interest to carry out the company business, including taking strategic decisions in the interest of the business, communicating about the business with relevant audiences and seeking professional advice where appropriate	Decided on a case by case basis in accordance with the criteria set out in this Privacy Notice
---	--	---	--

More information about your special category data

Type of special category data held by us	What we use it for	Legal ground	Special category legal ground	Guideline retention period
Sickness absence and medical information (including records relating to absence and its management, information about any medical condition and doctor's reports and notes), drug and alcohol testing	Payment of company and statutory sick pay; providing health and medical insurance and managing absence and ensuring appropriate cover; considering how your health affects your ability to do your job and considering adjustments, which may involve us seeking medical advice on this; compliance with health and safety requirements	Legal obligation Performance of the contract In our legitimate interest to manage Employees with health conditions, maintain a safe working environment and to manage sickness absence of our workforce and ensure appropriate cover	Legal obligation/right in relation to employment Assessment of working capacity In exceptional circumstances, to protect your or someone else's interests where consent cannot be given	Decided on a case by case basis in accordance with the criteria set out in this Privacy Notice
Family leave (including maternity, paternity, adoption and shared parental leave, parental leave and time off for dependents) (which could include information about your health, religious beliefs, sexual life or sexual orientation)	Facilitating the taking of family related leave; payment of maternity, paternity, adoption and shared parental pay; managing absences and ensuring appropriate cover	Legal obligation Performance of the contract In our legitimate interest to manage absences and ensure appropriate cover	Legal obligation/right in relation to employment Assessment of working capacity	During employment and up to 6 years after employment ends
Trade union membership	Payment of trade union subscriptions	Legal obligation In our legitimate	Legal obligation/right in relation to	During employment and up to 6 years

	via payroll deductions; facilitating time off for the European Council representative	interest to engage with trade union representatives and manage and facilitate time off, etc. for trade union representatives	employment	after employment ends
Equal opportunities and diversity (which could include information about your race or ethnicity, religious beliefs, sexual orientation, or health).	To monitor equality of opportunity and diversity in our organisation, comply with company policies	In our legitimate interest to understand how our organisation is doing with regard to diversity and equal opportunities	Public interest in monitoring equal opportunities within the workforce	During employment and up to 6 years after employment ends
Biometric data that is used to identify you, e.g. including finger print laptop security or building entry systems	To ensure security of laptops/to control access to our premises	In our legitimate interest to maintain the security of our business premises/equipment	Your explicit consent (given voluntarily, If you do consent, you have the right to withdraw your consent at any time, in which case alternative means of access to buildings/laptops will be made available. Legal obligation/right in relation to employment & health and safety	During employment and up to 6 months after employment ends
Criminal convictions/offences	When you are working for us, if a criminal conviction comes to light, to investigate and assess the impact, if any, on your continued employment (see Disciplinary policy)	Legal obligations Performance of the contract In our legitimate interest to determine whether to employ individuals with criminal convictions in particular roles	You have manifestly made the information public Establishing, exercising or defending legal claims Public interest in detecting or preventing unlawful acts	Decided on a case by case basis in accordance with the criteria set out in this Privacy Notice

More information about how we share your personal data

Who we share your personal data with	What data we share	Why we share it	Legal ground
ITW US	Employment details (including start date, contractual terms, location, job title,	To make business decisions connected with your career and pay and benefits, such	Legal obligation Performance of the contract In our legitimate interest to manage the business and Employee

	career history with us, gender, age categorisation)	as; to manage the group's business, monitor company performance.	performance
Payroll Provider	Pay, NI and bank details, Employment details, Employee & ITW Connect Nos	To enable the service provider to carry out payroll functions, and administer pension and benefits	To pay employee, deducting tax and NI as appropriate, keeping appropriate records. Performance of contract In our legitimate interest to engage appropriate service providers to manage payroll.
Fleet Management Provider	Name, job title / function, address, contact / mobile no, email address, registration of relevant car allocation	To enable the service provider to carry out fleet management functions and services	Performance of vehicle contract In our legitimate interest to engage appropriate service providers to manage our fleet within legal requirements for example; arrange service, repairs, MOT's and accident management
I.T Support Provider	Any employee credentials required to carry out your contracted terms of employment for example employee no, name, department etc	To enable the service provider to carry out IT services to provide and administer our IT support and security requirements	Performance of contract In our legitimate interest to engage appropriate service providers to manage IT
Our legal and other professional advisers appointed from time to time	Any of your personal data that is relevant	To obtain legal or other professional advice about matters related to you or in the course of dealing with legal disputes with you or other Employees; to obtain advice on business management and planning, including accounting advice; to independently audit our accounts	Legal obligation Performance of contract In our legitimate interest to seek professional advice to clarify our rights/obligations and appropriately defend ourselves from potential claims; to manage the business and its finances (In relation to special category data – legal obligation/right in relation to employment; defending legal claims)
Occupational health professionals/medical professionals	Details of your sickness absences, information we already have about your health/medical conditions as relevant	To seek a medical report about you (in accordance with our sickness and absence policy)/to carry out assessments required by health and safety legislation	Legal obligation In our legitimate interest to manage sickness, absence and health issues arising in our workforce (In relation to special category data – Legal obligation/right in relation to employment; assessment of working capacity)

HMRC	Pay, tax and NI details	To comply with regulatory and legal obligations	Legal obligation (In relation to special category data – Legal obligation/right in relation to employment or social security; defending legal claims)
Potential purchasers/new service providers	Any of your personal data that is relevant	To provide relevant information to prospective purchasers or new service providers in the event of a possible business transfer, a business or share sale, takeover or other corporate transaction	Legal obligation In our legitimate interest to consider/proceed with a transfer/sale of the business and information is required by prospective purchasers
Customers, potential customers, shareholders and interested parties	Any of your personal data that is relevant, including in particular business contact details, information about role and experience	Inclusion in corporate reports, for use in business communications, to obtain security clearance to work on customers' premises	Legal obligation In our legitimate interest to communicate about the business and our Employees to appropriate audiences, which include customers, potential customers, shareholders and other interested parties
Third parties at your request	Employment details as relevant	At your request, to provide a reference to a potential new employer / details of your employment to a mortgage company	In our legitimate interest/that of the third party recipient to action reasonable requests by you to provide your personal data to third parties (with your consent)