

BMA technology terms and conditions and GDPR guidelines



Please also read the [BMA code of conduct](#), [BMA's privacy policy](#), [BMA's acceptable use policy](#), [BMA use of social media policy](#) and [BMA email guidelines](#) which are published on the BMA website.

Terms and Conditions of Use for BMA email lists and use of a BMA email address

1. The BMA

- 1.1 The BMA shall be entitled at any time in its absolute and exclusive discretion to delete, remove or suspend the whole or any part of the email list (previously known as listservers) or email or of any response, or any information posted, without notice and without incurring any liability
- 1.2 The BMA shall be entitled at any time at its absolute and exclusive discretion to restrict or suspend or cancel the email account or access of any user to the email list, without notice and without incurring any liability
- 1.3 The opinions are the opinions of the users of the email account or email list, and do not represent any advice or opinions of the BMA. Any recommendation or other information within the email or list is followed at the users own risk and the BMA does not warrant the accuracy of any of the material posted

2. The member

- 2.1 As a user, you are responsible for the accuracy and completeness of any content that you post.
- 2.2 You may only post comments, messages and material that is in the BMA's opinion proper and appropriate to the list, or send such emails via a BMA email address. Without limiting the generality of the foregoing you shall not do any of the following:
 - a. defame, abuse, harass, threaten, impersonate any person or entity or otherwise violate the legal rights of others
 - b. publish, post, distribute or disseminate any material which is obscene, indecent or unlawful
 - c. advertise or offer to sell any goods or services, or conduct or forward personal surveys, contests or chain letters
 - d. knowingly upload files that contain software or other material protected by intellectual property laws (or by rights of confidentiality or privacy) unless you own or control the rights thereto or have received all necessary consents
 - e. knowingly upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the BMA's or any other party's computer
 - f. delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded
 - g. falsify the origin or source of any content or other material (including software contained in a file that is uploaded)

h. disclose any confidential information contained on the list to any external third party (including, without limitation, to the media). For the purpose of these terms and conditions of use, all information contained on the list shall be regarded as confidential unless expressly stated to the contrary

2.3 If you discover any content posted email list or BMA email address which you consider breaches any of these terms, or is otherwise unacceptable, you must in the first instance notify the relevant BMA staff member, committee chairperson or other person nominated under the committee's own protocol who will initiate the committee's processes for local resolution. All concerns that are not immediately resolved must be notified to The Director of Legal Services, at the BMA

3. Staff

- 3.1 The email list will be managed by the appropriate committee secretary/staff member in liaison with their director
- 3.2 Requests from staff and non committee members to be added to the email list will be considered by the appropriate committee secretary/staff member in liaison with their director
- 3.3 The committee secretary/staff member will regularly renew membership of the list
- 3.4 Staff have the following confidentiality clause in their contracts:

Confidentiality

You will not, unless authorised by the Chief Executive/Secretary or if instructed by a court of competent jurisdiction, use for your own benefit or for the benefit of any other person or disclose to any person during or after your employment except in the proper course of your employment, any confidential information about the Association which you have obtained by virtue of your employment, or in respect of which the Association is bound by an obligation of confidence to a third party. Confidential information includes without limitation, business plans, forecasts, information about members, information related to research, future strategy, tenders and any price sensitive information.

In addition, you must not communicate with the press or other media on Association matters without prior consent from the Director of Communications. Nor must you publish any documents, articles or letters etc which may purport to represent the Association without the prior consent of the Director of Communications.

Data Protection

The Association has a policy to comply fully with the requirements of the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) and it is essential that proper security measures should be taken against unauthorised access to, or alteration, disclosure or destruction of personal data and against accidental loss or destruction of personal data. In view of the Association's liability in this respect, it is essential that you are familiar with the Data Protection guidance issued by the Association, which is updated regularly and published. You will be required to strictly adhere to this guidance and failure to do so will constitute a serious disciplinary offence. In particular, your attention is drawn to the following conditions of your employment:

- 1 Personal information should only be discussed or communicated with other staff of the Association who are authorised to receive and whose duties require them to receive such information or with the particular subject whom the data concerns.
- 2. No personal data should otherwise be discussed or communicated to any third party without the written prior approval of the head of division (or one senior member of staff nominated to oversee data protection for the Association).

3. You should ensure that computer-held or produced lists of personal information on members, including lists of names and addresses, are held securely and are properly destroyed if unwanted.
4. Deliberate tampering or unofficial use of the Association's computer files or equipment will be regarded as gross misconduct, which will lead to your dismissal.

4. General

- 4.1 You agree that the BMA may access, preserve, and disclose any content posted by you on an email list, BMA social media or sent via a BMA email address in order to:
(a) comply with any legal process; (b) enforce these terms and conditions of use;
(c) respond to claims that any content posted on the list violates the rights of third parties; or (d) protect the rights, property, or personal safety of the BMA and other users of the list and the public
- 4.2 The BMA excludes all and any liability for any loss, damages or expenses incurred or suffered by you (including consequential loss which shall include but not be limited to loss of profit, loss of anticipated savings and other economic loss) as a direct or indirect result of an act or omission on the part of the BMA in relation to these terms and conditions of use
- 4.3 Nothing within these conditions operates so as to exclude, limit or restrict the liability of the BMA for death or personal injury
- 4.4 The BMA reserves the right to change these terms and conditions of use at any time and without notice
- 4.5 The interpretation, construction, effect and enforceability of this agreement shall be governed by English Law, and you and the BMA agree to submit to the exclusive jurisdiction of the English courts for the determination of disputes
- 4.6 Members should familiarise themselves and abide by the guidance set out in the GDPR guide below

General Data Protection Regulation (GDPR) – a guide for elected members

5. What is GDPR?

- 5.1 This is a piece of EU legislation that the UK has signed up to that comes into force on 25 May 2018. A new Data Protection Act based on these regulations will be signed into UK law on the same day
- 5.2 Many of the GDPR's main concepts and principles are much the same as those in the current Data Protection Act (DPA). However, there are new elements and significant enhancements, so you will have to do some things for the first time and some things differently
- 5.3 The BMA is committed to handling its information safely and securely and has issued a new set of policies, a new training and awareness programme for staff and is in the process of documenting its processing of personal data as required by GDPR
- 5.4 This guidance sets out the responsibilities of elected members in the handling, storing and disposing of personal data

GDPR – the key changes

6. Confidentiality and security

- 6.1 GDPR does not significantly alter our duties to keep personal data secure and not to disclose to those who should not have access. For elected members, these duties are outlined in the Code of Conduct and some of the key points are highlighted below: -
- 6.2 Conflict of interests will remain confidential and should not be disclosed to anyone other than in accordance with the guidance
- 6.3 The email addresses of other committee members should not be disclosed to anyone outside that committee and should not be used for any purpose other than the administration of that committee
- 6.4 Whether electronic or paper all personal data relating to committee work should be kept secure and securely disposed of or deleted after use
- 6.5 Where the chairs of conferences or other nominated members receive the contact details of attendees for administration purposes those details must not be used or further distributed for any other purpose
- 6.6 Use the 'bcc' field where emailing groups of members attending a conference

7. Reporting information security incidents

- 7.1 Under GDPR we have 72 hours to report serious data loss incidents to the information Commissioner's Office (ICO). If you become aware of a loss of BMA information or equipment you must report it to your BMA committee or council support staff member as soon as possible

8. Consent

- 8.1 Consent must be freely given, specific, informed and unambiguous. There must be a positive opt-in – consent cannot be inferred from silence, pre-ticked boxes or inactivity. It must also be separate from other terms and conditions, and you will need to have simple ways for people to withdraw consent

9. New and enhanced rights

- 9.1 The GDPR includes the following rights for individuals:
 - a. the right of access; the £10 fee for Subject Access Requests is being abolished and the timescale to respond will go down from 40 days to 30 days
 - b. the right to erasure; commonly referred to as 'the right to be forgotten', this is not an absolute right but the principle underpinning this right is to enable an individual to request the deletion or removal of personal data where there is no compelling reason for its continued processing
 - c. the right to data portability; allows individuals to obtain and reuse their personal data for their own purposes across different services and allows them to move, copy or transfer personal data easily from one IT environment to another in a safe and secure way, without hindrance to usability
 - d. the right not to be subject to automated decision-making including profiling

10. Other changes

- 10.1 All new projects that involve personal data must now be assessed for GDPR compliance from the outset
- 10.2 The BMA must appoint a Data Protection Officer (name/details etc)
- 10.3 All contracts must be reviewed to ensure GDPR compliance

If you have any queries on how the GDPR may affect you or your role as an elected member please contact the relevant BMA staff member.

British Medical Association

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