



SmartyGrants

Software, data science & grantmaking intelligence

SmartyGrants UK

Privacy Policy

Our Community International (15906965)

Version 3

Last updated 8 September 2026

If you need this document in an alternative accessible format, contact
service@smartygrants.co.uk.

This policy applies to:

All services operated by Our Community International.

Table of Contents

1	Overview	3
2	Personal Information we collect	4
3	How we collect information	5
4	Information we process on behalf of grantmakers	7
5	How we deal with unsolicited Personal Information	8
6	How we use your Personal Information	8
7	How we store and handle your data	9
8	Your rights	9
9	Third-party service providers	10
10	Direct marketing	11
11	Data Science	11
12	Artificial Intelligence and Automation	12
13	Data Science and AI Governance and Ethics	13
14	Notification of a data breach	13
15	Inquiries and complaints	13
16	How you can contact us	14

1 Overview

- 1.1 This Privacy Policy (**Policy**) explains how Our Community International and its related entities, Our Community Pty Ltd, SmartyGrants and SmartyGrants UK (collectively referred to as we, us, our, SmartyGrants UK or SmartyGrants) collect and handle your Personal Information, and the rights available to you under applicable Privacy Legislation.
- 1.2 SmartyGrants UK is operated by Our Community International, a company registered in the United Kingdom (Company Number 15906965), and is a subsidiary of Our Community Pty Ltd, headquartered in Melbourne, Australia. Certain services, systems and personnel are provided by Our Community Pty Ltd and its related entities in Australia.
- 1.3 We are committed to protecting your privacy. Establishing a trusting relationship with our users is central to our work practices.
- 1.4 **Privacy Legislation** means the Data Protection Act 2018 (UK) and UK General Data Protection Regulation (UK GDPR), and any applicable data protection and privacy laws in the European Union, including the General Data Protection Regulation 2016/679 (EU GDPR), together with any implementing or supplementary legislation in the United Kingdom or member states of the European Union, and any legislation that replaces or substantially re-enacts any of the foregoing.
- 1.5 In this Policy, **Personal Information** or **Personal Data** has the same meaning as in the Privacy Legislation.
- 1.6 This Policy applies to Our Community International, SmartyGrants UK, SmartyFile UK and associated online services, including the following websites and associated subdomains:
- (a) SmartyGrants UK including:
 - (i) SmartyGrants' public-facing UK and international websites: www.smartygrants.co.uk and smartygrants.com;
 - (ii) All SmartyGrants UK grantmaker portals (Manage Sites) and their associated public-facing applicant portals (Applicant Sites), accessible via subdomains and custom domains;
 - (iii) The SmartyGrants help hub at help.smartygrants.co.uk/ and applicant help at applicanthelp.smartygrants.co.uk/; and
 - (iv) The SmartyGrants learning management system (SmartySkills) at smartygrants.talentlms.com/.
 - (b) SmartyFile UK: app.smartyfile.co.uk.
- 1.7 We apply this Policy to all data subjects who interact with SmartyGrants UK and SmartyFile UK. This includes (but is not limited to) agents, contractors, subcontractors, employees, volunteers, representatives and other users of these services.
- Note: A separate Privacy Policy applies to enterprises and online services provided to data subjects in Australia and New Zealand.
- 1.8 We may update this Policy from time to time in accordance with legislative or operational changes. If you would like us to send you a copy or if you have comments or questions regarding this Policy, please contact us using the details provided in clause 16.

2 Personal Information we collect

- 2.1 The type of information that we collect and hold depends on the nature of a person's involvement with us.
- 2.2 We only collect your Personal Information where it is reasonably necessary for us to pursue one or more of our functions or activities, or where the law requires us to collect it.
- 2.3 We collect and process your Personal Information as part of the following functions or activities:
- (a) **Through our grants management system:** you may enter or upload details such as your name, email address (username), as well as other content into SmartyGrants to administer, assess, apply for, manage or acquit (report on) a grant. The legal basis for this processing is based on: (i) your consent through your voluntary submission of the form and agreeing to these terms; and/or (ii) any other legitimate interests as detailed below;
 - (b) **Through our online services, including our websites:** as explained in this Policy, we may collect log data, usage data, information obtained through cookies and analytical data to enable us to monitor our online services and understand how the services are used, and to improve these services, including our data science activities detailed in this Policy;
 - (c) **Through email or other communications with us:** you may provide us with details, such as your name and email address, as well as other content included in the email or communications. The legal basis for this processing is based on: (i) your consent by submitting the email or submitting your data to us by other means; and/or (ii) any other legitimate interests as detailed below;
 - (d) **As part of us providing services:** you may provide us with content or data that includes Personal Information. The legal basis for this processing is based on: (i) your consent by submitting the content or data in the platform; and/or (ii) any other legitimate interests as detailed below.
- 2.4 Should you apply to work with us, we collect and process your Personal Information as follows:
- (a) **As part of a recruitment process:** you may provide us with Personal Information as part of a recruitment process that includes your name, email address, contact details, employment and education history and identification documentation. The legal basis for this processing is based on: (i) your consent by submitting the data to us for this process; and/or (ii) any other legitimate interests as detailed below;
 - (b) **Where required for the purposes of complying with our legal obligations:** we may need to collect identification documentation, banking information, criminal history, qualifications, citizenship and work permits, and contact details for referees and next of kin for our employees.
- 2.5 Depending on the reason for collecting it, the Personal Information we collect may include (but is not limited to):
- (a) Your name and contact details (and, where relevant, those of others including but not restricted to your referees and next of kin);
 - (b) Copies of identification documentation;

- (c) Payment information and banking details if you are purchasing a product through us or receiving a payment from us;
 - (d) Personal Information contained in forms or applications;
 - (e) Personal Information contained in queries, or feedback about our services; and/or
 - (f) Usage data (which may include your IP address, the pages you have clicked through on our websites, websites that referred you to our sites, information about the device you are using, and your wider geographic location).
- 2.6 In some circumstances, we collect Sensitive Information, which requires a higher level of protection under the Privacy Legislation. We consciously limit how much Sensitive Information we collect, and we only collect it when we have your consent (or another exception applies under applicable laws) and the collection is reasonably necessary for us to pursue one or more of our functions or activities. In this Policy, **Sensitive Information** (or **Special Category Data**) has the same meaning as in the Privacy Legislation.
- 2.7 Where Sensitive Information is collected through a grant application form administered by a grantmaker on the SmartyGrants platform, that collection is also governed by that organisation's own privacy policy. We encourage individuals to review those organisations' privacy policies before providing Sensitive Information in an online form.

3 How we collect information

- 3.1 We ask you for Personal Information when it is necessary for the activities in which you are seeking to be involved. Where our platforms are used by other organisations, the organisation (not us) determines the content of the online form. We are not responsible for the scope of the Personal Information requested by such organisations. If you have questions about why particular Personal Information is requested in an online form, you should contact the organisation directly.
- 3.2 We will only collect your Personal Information by lawful and fair means, including by telephone, by letter, by email, through forms on our websites or through websites we trust.
- 3.3 Normally, we collect your Personal Information directly from you (or the relevant individual), unless it is unreasonable or impracticable to do so.
- 3.4 We will use reasonable efforts to notify you at or before the point of collection that your Personal Information is being collected, the purpose of collection, recipients, consequences of non-collection, and rights of access/correction, unless it is unreasonable or impracticable to do so. Consent may be provided in writing, orally or by clear affirmative action (e.g. a tick box on a form).
- (a) For our direct customers (i.e. grantmakers), we collect Personal Information directly from you (or your employees or authorised users) for the purposes of providing and administering our services, including creating and managing your account, providing support and communicating with you about our services.

- (b) For grantseekers, your Personal Information is administered by your authorised users or our grantmaker clients. In that latter context, we act as a data processor for our direct customer. For a full explanation of how we handle Personal Information submitted via online forms, the organisation's role in determining what is collected, and who to contact with questions about a specific application form, see clause 4 of this Policy.

3.5 Subject to clause 3.2:

- (a) We may collect Personal Information from agents, contractors, subcontractors, employees, representatives, users of SmartyGrants UK's services, and volunteers.
- (b) We collect user data through log files and cookies. Cookies are small sets of data that can be stored permanently or temporarily on a user's computer or mobile device and uniquely identify your browser or device.
 - (i) You can choose to reject cookies by changing your browser settings. If you do, you will be asked for your email address and password every time you log into an account you hold with us.
 - (ii) Refer to our Cookie Declaration available at smartygrants.com/policies#cookies-declaration

3.6 Under the Privacy Legislation, the lawful bases we rely on for processing this information are:

- (a) Your consent. You can remove your consent at any time. You can do this by contacting us using the contact details below.
- (b) We have a contractual obligation.
- (c) We have a legal obligation.
- (d) We have a legitimate interest.
- (e) Our customers have a legitimate interest.

3.7 Where we rely on consent as the basis for collecting, using or disclosing your Personal Information, that consent must be:

- (a) Voluntary – not a condition of using our services, unless collection is necessary for the service;
- (b) Informed – given with sufficient information about what you are consenting to. Where relevant, we will also provide you with notice specifically detailing what it is that you are consenting to in clear and plain language as well ensuring that each matter that requires consent is clearly distinguishable;
- (c) Current – given at or before the time of collection and capable of being withdrawn;
- (d) Specific – relating to the particular purpose for which it is sought; and
- (e) Given by a person with a capacity to consent.

Silence, pre-ticked boxes or continued use of our services will not constitute consent. You may withdraw your consent at any time by unsubscribing or contacting us using the details in clause 16. Withdrawal of consent does not affect the lawfulness of any collection, use or disclosure that occurred before withdrawal.

- 3.8 You are not required to provide the Personal Information and/or Sensitive Information we request, or which our clients request. However, if you choose not to provide it, we may not be able to service your needs (see also clause 6).
- 3.9 You are free to browse some of our websites anonymously. However, some websites require registration. When you are registering for one of our services, we require you to register an account using your name or a pseudonym and provide a valid email address. It is impractical for us to manage and provide support if we cannot match you to your account.

4 Information we process on behalf of grantmakers

- 4.1 If you are a grantmaker, grantseeker or grant assessor using SmartyGrants:
- (a) SmartyGrants acts as a processor on behalf of grantmakers, who are responsible for determining how Personal Information is collected and used within their grant programmes.
 - (b) We process your data in accordance with instructions from the grantmaker for the purposes of administering their grants.
 - (c) We collect your IP address and device information. This information may be used by grantmakers (or by us) to screen for or prevent potentially fraudulent, illegal or abusive activity.
- 4.2 If you are applying for a grant, we disclose your name, username (email address), organisation name and project title to the grantmaker when you create a submission. We do not disclose any other Personal Information (e.g. data entered into a form) unless and until you have submitted a form, or you have provided express consent for us to share your form.
- 4.3 A copy of any submitted forms may be sent as an attachment (PDF) to your email address and other email addresses specified by the grantmaker.
- 4.4 A form may ask you to provide Personal Information.
- (a) If you have any questions about a form you are filling in, please contact the grantmaker directly as we are not responsible for the form's content.
 - (b) Refer to the grantmaker's privacy policy for information on how they collect and manage Personal Information.
- 4.5 Information collected in SmartyGrants may be disclosed and processed by third-party service providers, in some cases foreign entities that operate in an overseas jurisdiction. Refer to clause 9.
- 4.6 If the grantmaker administering the grant closes their SmartyGrants account:
- (a) Form responses associated with that account are de-identified or deleted, according to our agreement with the grantmaker.
 - (b) Unless you request otherwise, your user profile remains in SmartyGrants so you may use it across other grantmaker accounts.
- 4.7 If you register for a SmartyFile profile:
- (a) Information entered into your SmartyFile profile may be made available to members of SmartyFile organisations you join, for the purposes of pre-filling submissions.
- 4.8 If you are a SmartyFile administrator:
- (a) Users who have registered for SmartyGrants or SmartyFile can request to join your organisation. You will receive these requests via email. The intent of these requests is to help users consolidate accounts and organisational profiles.

- (b) Where all administrators have left your organisation, a new administrator may be added through our organisation claim process. To initiate a claim, contact us using the details in clause 16. Claims require supporting documentation to verify your authority to act on behalf of the organisation. Claims are reviewed by authorised SmartyGrants UK team members, and we will provide 14 days' notice to all existing users of the SmartyFile organisation before adding a new administrator.

5 How we deal with unsolicited Personal Information

- 5.1 If we receive your Personal Information from you or a third party without having asked for it, we will promptly assess whether we have a need for it, and whether it could have been collected in accordance with clause 3 above. If we determine we do not have a need for it or it was not lawfully collected, we will destroy or permanently de-identify the information as soon as practicable, so long as it is lawful and reasonable to do so. If we determine that we could have collected this information under clause 3, we will handle the information in accordance with this Policy as if we had collected it in the ordinary course.

6 How we use your Personal Information

- 6.1 We process your Personal Information for a range of purposes, including:
 - (a) Providing you with our products and services;
 - (b) Improving our services through quality-improvement activities;
 - (c) Providing you with information, news, offers and surveys;
 - (d) Providing you with training or access to online or in-person events;
 - (e) Helping you to access the most appropriate information and tools associated with our websites;
 - (f) Providing you with support if you need technical assistance;
 - (g) Processing payments, if you engage us for paid products and services;
 - (h) Communicating important service-related announcements, changes to our services or policies, or password notifications;
 - (i) Providing you with information about your account and newsletters you have signed up to receive;
 - (j) Answering inquiries and resolving complaints;
 - (k) Complying with directions from authorities or legislative requirements;
 - (l) Screening for or preventing potentially fraudulent, illegal or abusive activity; or
 - (m) Storing your data so it is available for your future use of our services.
- 6.2 We may also collect, hold, use and disclose Personal Information for purposes:
 - (a) Which we explained at the time of collection; or
 - (b) Which are required by law; or
 - (c) For which you have provided your consent; or
 - (d) Which are necessary for maintaining the reliability and security of infrastructure and services.
- 6.3 We only use or disclose your Personal Information for the above purposes, or for purposes that you consent to, or where another exception applies under applicable laws.

- 6.4 To the extent you submit content to public areas of our websites (for example, on a public online forum), it may be available to the public and we may reuse or republish it. If you request that such content be removed, we will do our best to promptly remove it.
- 6.5 If you have any concerns about us using your Personal Information in any of these ways, please notify us immediately.

7 How we store and handle your data

- 7.1 We hold Personal Information in a number of ways, including in electronic databases, email contact lists, and in paper files held in secure offices.
- 7.2 We take reasonable steps to make sure that your Personal Information is accurate, up to date and complete, and (in the case of use and disclosure) relevant.
- 7.3 We will process Personal Information securely and maintain appropriate technical and organisational measures to protect the Personal Information we process, including (but not limited to) access controls, encryption of data in transit and at rest, monitoring, staff training, and secure infrastructure practices. De-identification will meet a standard that makes re-identification not reasonably practicable.
- 7.4 The SmartyGrants information security management system is certified to ISO/IEC 27001:2022. This certification is independently audited and reflects our commitment to maintaining security standards appropriate to the Personal Information we handle. Further information about our security practices is available at www.smartygrants.com/about/security-assurance.
- 7.5 We will take reasonable steps to ensure that anyone to whom we disclose your Personal Information respects the confidentiality of the information and abides by the Privacy Legislation or equivalent privacy laws.
- 7.6 Any Personal Information we provide to you through your online account(s) with SmartyGrants is password protected.
- (a) You must not reveal or share your password with anyone.
 - (b) We will never ask for your password, either verbally or through phone or email contact (whether initiated by you or us).

8 Your rights

- 8.1 Under the Privacy Legislation, you have rights including:
- (a) Your right of access – you have the right to ask us for copies of your Personal Information.
 - (b) Your right to rectification – you have the right to ask us to rectify Personal Information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
 - (c) Your right to erasure – you have the right to ask us to erase your Personal Information in certain circumstances.
 - (d) Your right to restriction of processing – you have the right to ask us to restrict the processing of your Personal Information in certain circumstances.
 - (e) Your right to object to processing – you have the right to object to the processing of your Personal Information in certain circumstances.

- (f) Your right to data portability – you have the right to ask that we transfer the Personal Information you gave us to another organisation, or to you, in certain circumstances.
 - (g) Your right not to be subject to a decision based solely on automated processing, including Profiling – you have the right not to be subject to a decision based on automated processing which produces legal effects concerning you, or similarly significantly affects you, and to obtain human intervention where such decision is made. This right is exercised against the organisation making the decision as the data controller (see clauses 8.2 and 12.4)
- 8.2 Where we collect and process information on behalf of grantmakers (refer to section 4), we act as a processor and the grantmaker (our customer) is the data controller in respect of that information. We process the data in accordance with the grantmaker's instructions. This means that should you wish to access, review, correct, transfer, modify or delete any Personal Information we process on behalf of a grantmaker, you should contact the grantmaker with your request. Where reasonably required, we will provide the grantmaker with assistance to help them respond to your request.
- 8.3 Where we act as a data controller of your Personal Information, and prior to actioning a request under clause 8.1, we may ask you to take reasonable steps to verify your identity. We will respond to your request without undue delay and, in any event, within one month of receiving it. Where a request is complex or you have made a number of requests, we may extend this period by a further two months, and we will explain why the extension is necessary within one month of receiving the request. If we refuse to act on your request, we will tell you the reasons for our refusal and inform you of your right to make a complaint to the Information Commissioner's Office (or another supervisory authority) and your right to seek a judicial remedy, without undue delay and at the latest within one month of receiving your request.
- 8.4 Where we act as a data controller of your Personal Information and we refuse to act on your request, we will, without undue delay and, at the latest, within one month of receiving your request, tell you the reason for our refusal and inform you of your right to make a complaint to the Information Commissioner's Office (or another supervisory authority) and your right to seek a judicial remedy.
- 8.5 There is no application fee for making a request to exercise your rights set out in clause 8.1. However, we may charge an administrative fee for the provision of information in certain circumstances such as if you make repeated requests for information, or where extensive processing is needed to extract, analyse and present the information requested, or where the information is held by a third-party service provider.
- 8.6 We will retain your Personal Information for the period necessary to fulfil the purposes outlined in this Policy, or as required by applicable Privacy Legislation. When Personal Information is no longer required, we take reasonable steps to securely delete or de-identify it in accordance with applicable data protection laws.

9 Third-party service providers

- 9.1 SmartyGrants UK uses some third-party service providers (sub-processors) to support our websites, services and operations.
- 9.2 These third-party service providers can include foreign entities that operate in an overseas jurisdiction.

- (a) Where we transfer Personal Information from within the United Kingdom or the European Union to a country outside those jurisdictions, including to Our Community Pty Ltd in Australia, we ensure an adequate level of protection is provided, for example through adequacy decisions, standard contractual clauses, or other safeguards approved under applicable Privacy Legislation. We periodically review our third-party service providers privacy and security practices.
 - (b) You acknowledge and consent to our use of third-party service providers as set out in 9.3. Using our services does not, by itself, constitute your consent to transfer of your Personal Information to foreign third-party service providers; where consent is relied on as the transfer mechanism, we will seek this from you specifically.
- 9.3 A list of third-party service providers, their locations, the data disclosed and links to relevant policies can be downloaded from www.smartygrants.com/policies#third-party-service-providers. These third-party service providers may change from time to time.
- 9.4 Any questions related to our use of third-party service providers can be directed to us via the contact details in clause 16.

10 Direct marketing

- 10.1 We only use your Personal Information to let you know about our products or services where we have your consent, or where we are otherwise permitted by law to do so. We may contact you for these purposes in a variety of ways, including by mail, email, SMS or telephone. For electronic marketing communications, we comply with the Privacy and Electronic Communications Regulation 2003 (PECR), including its requirements around consent for electronic marketing and the inclusion of a functional unsubscribe mechanism in every message.
- 10.2 We do not sell your Personal Information to any third party for the purposes of direct marketing.
- 10.3 Where you have consented to receiving marketing communications from us, your consent remains current until you advise us otherwise. You can opt out at any time, by:
 - (a) Contacting us as set out in clause 16;
 - (b) Advising us if you receive a marketing message that you no longer wish to receive; or
 - (c) Using the unsubscribe facility that we include in our electronic messages (such as emails and SMS).
- 10.4 We do not use your Sensitive Information (refer to clause 2.6) for the purposes of direct marketing.

11 Data Science

- 11.1 Our overriding objective is to build stronger communities through stronger community organisations. We manage a comprehensive set of data and we use scientific methods, processes and systems to derive meaning from this data (**Data Science**). For the purposes of this Policy, Data Science encompasses what is commonly referred to as analytics – the collection, measurement, and interpretation of data to inform decisions and improve outcomes. Our data science initiatives are underpinned by our mission to create social value and drive a shift toward evidence-based practices and decision-making. We may use our Data Science activities to:

- (a) Conduct research;
 - (b) Create new products and services; and/or
 - (c) Identify improvements to our existing products and services.
- 11.2 We may use data derived from your use of our services for Data Science activities as described in this clause. Such data is not and does not contain Personal Information. We will never use your Personal Information for Data Science without your express consent.
- 11.3 We may share the outputs of our Data Science activities with the public (for example, on our public websites or through social or mainstream media) or through channels where we charge a fee (e.g. our conferences or subscription-based websites and newsletters). We do not disclose information that identifies any individuals or organisations unless we have their express consent.
- 11.4 Where we engage third parties to conduct Data Science activities, we either aggregate or de-identify the data first, or the third party is subject to our information-handling procedures described in clause 7.

12 Artificial Intelligence and Automation

- 12.1 **Artificial Intelligence** or **AI** refers to features that use models to analyse text or data and generate outputs, such as summaries or suggestions, that would be difficult to produce reliably through fixed rules alone. **Automation** refers to features that follow defined rules and logic, involving controllable systems that do exactly what they have been configured to do.
- 12.2 We may use AI- and Automation-enabled tools to support internal operational tasks including document generation and editing, business analysis, code development and review, and administration.
- (a) Use of these tools is governed by our data use policies, which define what data may be accessed, by whom, and under what conditions.
 - (b) We do not permit AI service providers to use our data to train their models.
 - (c) Humans retain full accountability for any content or decisions arising from AI-assisted work.
- 12.3 In most cases it is not possible to opt out of the AI and Automation activities described in 12.2. However, we put in place safeguards to protect your privacy. Our staff and contractors are bound by data use policies and an information classification framework that governs what data can be accessed, by whom, and using which tools. All AI tools are evaluated before use, and we do not permit AI service providers to use our data to train their models.
- 12.4 SmartyGrants may include AI and Automation features that grantmakers can choose to enable within their SmartyGrants programmes.
- (a) If you do not want grantmakers to use your data for these purposes, you should contact that grantmaker.
 - (b) Where automated tools support decisions that may significantly affect you, you can request human review by contacting the grantmaker in the first instance.
 - (c) For a full description of how SmartyGrants designs, governs and deploys AI and Automation-enabled features – including what features are currently available, your rights and choices, and what safeguards apply – see the SmartyGrants AI Transparency Statement: smartygrants.com/policies#ai-transparency-statement.

- 12.5 Where we use data derived from our services to develop or improve AI and Automation models, we ordinarily use only aggregated or de-identified data. When there is a clear need to use Personal Information (rather than aggregated or de-identified data), we will only do so with express consent.

13 Data Science and AI Governance and Ethics

- 13.1 Our Data Science and AI governance approach is aligned with ISO/IEC 38507:2022 (*Information technology — Governance of IT — Governance implications of the use of artificial intelligence by organizations*). This reflects our commitment to maintaining standards appropriate to the personal information we handle.
- 13.2 SmartyGrants acts as an AI supplier and our customers (grantmakers) act as AI adopters. Grantmakers retain accountability for decisions informed by AI outputs.
- 13.3 Before deploying any AI feature in SmartyGrants, we conduct a structured ethical review using our Dignity Lens framework. This examines the potential impact on the people most affected by the feature, including grant applicants and the communities they represent. Features that do not pass this review are not deployed.

14 Notification of a data breach

- 14.1 We take data breaches very seriously.
- 14.2 Where a data breach occurs that is likely to pose a risk to you or your rights:
- (a) We will endeavour to meet the relevant deadline as imposed by applicable Privacy Legislation to report any data breach to the competent supervisory authority (for example, the Information Commissioner's Office in the United Kingdom or the relevant European data protection authority).
 - (b) We will endeavour to contact you without undue delay, either directly or, where we are handling Personal Information on behalf of another entity (such as a grantmaker), in coordination with that entity, who may be better placed to communicate with individuals they have a direct relationship with.
 - (c) We will investigate the breach and take all reasonable steps to contain and remediate it, and we will tell affected individuals and relevant authorities what steps we have taken to prevent a reoccurrence.
 - (d) We will review every incident and take appropriate action to prevent future breaches.
- 14.3 If you suspect or become aware of a breach or an impending breach, please contact us as a matter of urgency using the contact details in section 16.

15 Inquiries and complaints

- 15.1 If you have a complaint or an inquiry about how we collect or handle your Personal Information, please contact us using the contact details in clause 16. We treat any claims of privacy breaches seriously and will do our best to respond to your complaint within seven days of receiving it.
- 15.2 If you are in the United Kingdom, you can contact the Information Commissioner's Office.

- 15.3 If you are in the European Union, you may contact your local data protection authority in the member state where you live or work, or where an alleged infringement has occurred. A list of EU data protection authorities is available on the European Commission's website.

16 How you can contact us

- 16.1 Please contact us if you have any queries about this Policy. Our contact details are set out below:

- (a) Email us at service@smartygrants.co.uk
- (b) Send a letter to us at:

Customer Service
Our Community International
167-169 Great Portland Street
5th Floor
London
W1W 5PF UNITED KINGDOM