



CONFIDENTIALITY & PRIVACY POLICY

Protection of Personal Information






14 JUNE 2021

Overview

The Lions River Fire Protection Association (LRFPA), is a voluntary Association of members, registered in accordance with the National Veld & Forest Fire Act 1010, of 1998 and within the laws of the Republic of South Africa and hence as a subscribing member to the LRFPA, respects your privacy and is committed to protecting it at all times.

The Confidentiality and Privacy Policy is intended to inform members and others, of the LRFPA privacy practices and the choices you can make, as a subscribing member, in terms of the way your information is collected either via membership application, via online services (which may be contracted to third parties) and how that information is utilized by the LRFPA.

When the Lions River FPA collects your personal information, it is mainly used for:

-  **Communicating and interacting with you** - by phone, email, post or online – sending newsletters, invoices & statements and other relevant FPA information.
-  **Providing services and information** - which you may request from us from time to time and which the Lions River FPA may require of you (e.g., burn permits).
-  **Informing you about changes and updates** - to do with your membership or other Association related matters, such as weather, weather warnings.
-  **Improving our service offering** - when collecting and responding to your feedback to ensure a clear communication channel exists between the FPA and member and vice-versa.
-  **Protecting your interests** - as our valued member.

Membership Application

On application for membership to the LRFPA you are required to complete an application form with personal and or business details / information, plus provide alternative contact details / information, in case of emergency. By signature to the application form, you consent to the Lions River FPA communicating with you.

Required Permit Approvals

In order to obtain a fire burning permit, you will be required to provide the LRFPA and or assigned third party, (currently, Firehawk) with personal details / information, either telephonically, via radio or via the Firehawk permit Mobile App – name, farm name, location and contact number.

Firehawk have via email, assured the Lions River FPA that all such information will be saved in a safe manner and no such information will be provided to any other party. The Firehawk Privacy Policy has been requested.

Website & Third-Party Website Links

The Lions River FPA manages its own website – www.lionsrivefpa.co.za – which is an informative open-source website to the public, not does require any login in order to access the information, hence no personal information is collected. However, there may be website links to third party websites, which a person and or member may wish to access.

In terms of information contained within the LRFPA website, the following disclaimer is noted:

Disclaimer: Whilst every effort has been made to ensure that the information contained within the website is accurate and correct, the Lions River FPA makes no warranty, representation or undertaking whether expressed or implied, nor does the Lions River FPA assume any legal liability, whether direct or indirect, or responsibility for the accuracy, completeness, or usefulness of any information.

Hence, the Confidentiality and Privacy Policy applies to all electronic and other communications, as well as mobile online access and or applications. It is noted that this statement is not applicable to other related websites and or mobile applications not specifically included, where such websites, and applications may contain links to or from other websites and which are not governed by this Confidentiality and Privacy Policy.

The LRFPA is in no way responsible for the content or the privacy and security policies employed by linked web sites and or linked mobile applications. The LRFPA will not share your personal information with those linked sites and or mobile application (unless the user personally inputs data at the request of such websites and or mobile applications)

Types of information collected

Personal Information

Application Form

When you apply for membership to the LRFPA, the LRFPA will need to collect certain personal information about you in order to provide you with the benefits and services of association to the LRFPA. This information may include, but is not limited to:

- Name
- Farm Name
- Business Entity
- Physical Address
- Postal Address
- Email Address
- Contact Telephone Numbers – yours and alternative
- Other information pertaining to on property fire management

Fire Burning Permits

As noted, in order to obtain a fire burning permit the LRFPA and or an approved third party may be required to collect personal information in order for a fire burning permit to be approved;

- Name
- Farm Name
- Location of farm
- Contact number
- Radio Call sign

Once you provide all such personal information to the LRFPA and or approved third party, it will be used for the purposes of providing you with the benefits, service and or permits in conformity with the provisions of the Electronic Communications and Transactions Act 25/2002, the National Veld & Forest Fire Act 101, 1998, and the Rules and Regulations of the LRFPA.

The LRFPA and its approved third-party service providers respect your privacy and undertake not to sell, rent, lease and or divulge your personal information to any other person and or entity. The LRFPA will only record your e-mail address and contact details per the membership application received and such information will only be used for the purpose for which you provide it – newsletters, invoices, WhatsApp Broadcasts from the FPA and direct communication from the FPA (one on one), as well as provide you the member with any other information pertinent to fire and associated risk management.

The LRFPA will not disclose your name, email and or contact numbers without your consent.

Non-personal Information

Certain non-personal information may be collected while you are using the LRFPA website, which is hosted by a third-party service provider (currently Afrihost). This may comprise of data about usage and service operation that is not associated with a specific personal identity. LRFPA and its website host may collect and use this non-personal information to evaluate how the LRFPA website is being used.

Most web browser software is initially set up to accept cookies. You can reset your web browser software to refuse cookies or to indicate when a cookie is being sent. However, some parts of the website may not function properly or may be considerably slower if you refuse cookies.

In summary, when you visit the LRFPA website the server logs the following non-personal information provided by your browser:

- the type of browser and operating system your computer uses;
- your domain name extension (for example.com, co.za);
- the referring site's address (the site where you clicked the link that led you to us);
- your server's IP address (a number which is unique to the computer connecting you to the Internet, which is usually one of your service provider's computers);
- the date and time of your visit;
- the documents downloaded.

Sharing of your Information

The LRFPA will not share personal information with any third parties without your permission, unless required by legislation, law enforcement action, subpoena, or local law, or you have been requested by the LRFPA to use a third-party service provider and where such service provider collects personal information as a result thereof. Such information will be protected, by way of agreement between the LRFPA and the third party, as well as by the third-party privacy policy, which the LRFPA will keep on record.

Social Media

Should you share the LRFPA website, or any content on the website that has been created by the LRFPA and make available in connection with the website including but not limited to written content, visual interfaces, interactive features, graphics, designs and photographs (in other words the website content), on any social media platform such as Facebook, Twitter, Instagram and LinkedIn, your activity may be visible to third parties depending on the privacy settings chosen by you on the applicable social media platform(s).

Members and users must understand the terms and conditions (including the confidentiality and privacy policy) of each social media platform they use, as such rules will apply to you, the member and or user. The privacy policy of such social media platforms will govern the information obtained from you by these social media platforms and the way such information is used.

LRFPA Social Media Platforms

The LRFPA may, at any point in time, operate various social media communities on various platforms such as Facebook, LinkedIn, YouTube, Instagram, Twitter and WhatsApp. When you connect with the LRFPA via any such platform, the LRFPA may receive personal information about you. The manner in which your personal information may be used will be set out in the applicable privacy policy of such social media platform. You should read the privacy policy in relation to each such social media platform together with this Confidentiality and Privacy Policy.

Privacy Preferences

The LRFPA will not use your personal information for a different purpose other than the one stated when you provided your data on application and or to obtain a fire burning permit and as set out in this policy document. You may opt out of any communications at any time, by providing written notice to the LRFPA, however this could be detrimental to your benefits of membership.

E-Mail Correspondence

The LRFPA maintain a list / database of e-mail addresses to which the LRFPA WIN & C Newsletter, the regular weekly newsletter and other relevant fire management information is sent. Individuals and identified individuals per the application form or other correspondence received requesting to be sent such information, automatically join this list / database. Any members of this list / database may choose to unsubscribe at any time by emailing the LRFPA.

Members whom have provided email addresses must not distribute LRFPA email correspondence, as such correspondence is for the membership only and may contain personal information of others.

WhatsApp Broadcast Messages

The LRFPA use WhatsApp Broadcast to message its members and those identified by members to receive such messaging service.

WhatsApp Broadcast is a one-to-many messaging service. Any response from the originator of the Broadcast message will be one on one. Hence no private contact details are shared within the Broadcast and between members. In order for recipients to receive such Broadcast messages, the originators mobile number needs to be saved in the recipient's mobile phone, hence the recipient has consented to receive such messages.

No recipient may forward a Broadcast message from the LRFPA originator, as such may divulge personal details of the originator.

Security

The LRFPA undertakes to take all reasonable measures to protect the information you provide us.

Changes to this Confidentiality and Privacy Policy

Please note that these guidelines are subject to change at any time. Any such changes will be communicated to the email and social media database.

General Provisions

This Confidentiality and Privacy Policy is governed by the laws of the Republic of South Africa.

In the event of any dispute arising between you and the LRFPA, you consent to the jurisdiction of the Pietermaritzburg High Court (notwithstanding that the quantum in the action or proceedings may otherwise be beyond the monetary jurisdiction of that court).

The LRFPA may legally assign any of its rights and obligations under this Privacy Policy at any time without giving you notice.

Acceptance of policy

By way of your application and approval of membership to the LRFPA, or otherwise, and by providing your personal information to the LRFPA, members and other identified person (by request) have consented to the Lions River using such information to communicate with themselves and hence confirm their acceptance of this Confidentiality and Privacy Policy.

On cancellation of your membership and or request for information, all personal information will be removed from any database and kept on file, under lock & key for a period of 3 years, thereafter all paperwork relating to your personal information will be destroyed.

Terms and Conditions

Overview

These Terms and conditions govern your access to and use of the LRFPA website and or mobile applications.

By accessing or using the website and or mobile phone applications, you are agreeing to these Terms.

Do not access or use the website and or mobile application if you are unwilling or unable to be bound by the Terms.

The LRFPA conducts business as a registered fire protection association, registered in terms of the National Veld & Forest Fire Act 101, 1998 and has legislated mandates as contained in such legislation.

Intellectual Property

The LRFPA and the writer of information therein, own all content on the LRFPA website that is created and made available in connection with the website, including but not limited to any visual interfaces, interactive features, graphics, and designs.

You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the website content in whole or in part except as expressly authorized by the LRFPA in writing. The LRFPA do not grant you any express or implied rights, and all rights in and to the website, the website content and the intellectual property rights are retained by the LRFPA.

You may only print, display or download temporary copies of the website content to your computer for your own personal non-commercial use.

Third Party websites and mobile application

The website may include links to other websites or applications, as well as you may be required to utilise third-party website and or mobile applications. The LRFPA does not control or endorse any third-party websites or applications. Members and other users of the website understand that the LRFPA are not responsible for the availability or contents of such third-party websites and or applications. Your use of third-party websites and applications is at your own risk.

Website & Mobile Applications Availability

The website and or third-party websites and or mobile applications, may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

Website & Other Online / Mobile Applications - Disclaimer

The LRFPA will take reasonable care to ensure that the information contained on the website, in newsletters and other correspondence is accurate. However, the LRFPA do not warrant the accuracy thereof.

Disclaimer: Whilst every effort has been made to ensure that the information contained within the website is accurate and correct, the Lions River FPA makes no warranty, representation or undertaking whether expressed or implied, nor does the Lions River FPA assume any legal liability, whether direct or indirect, or responsibility for the accuracy, completeness, or usefulness of any information.

The website, email correspondence and or any mobile applications (own and or third-party) is made available to you on an "as is", "with all faults" and "as available" basis. Your use of such, is at your own discretion and risk. The LRFPA make no claims or promises about the quality, accuracy, or reliability of the website, emails and or mobile applications (own and or third-party), its safety or security, or the content therein.

The LRFPA expressly disclaim all warranties, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. No oral or written information or advice provided to you by a representative of the LRFPA shall create a representation or warranty in regard to information displayed on the website. The LRFPA disclaim liability for any (i) indirect, special, incidental, punitive, exemplary, reliance, or consequential damages, (ii) loss of profits, (iii) business interruption, (iv) reputational harm, or (v) loss of information or data.

Your sole and exclusive right and remedy in case of dissatisfaction with the website, emails and or mobile applications, or any other grievance in connection with your use thereof, shall be your termination and discontinuation of access to, or use of such.

Privacy and protection of personal information

You represent that you have read and understood the LRFPA Confidentiality and Privacy Policy. The LRFPA may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply the terms and or policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our Affiliates, or the public. You agree that we may collect, store and use certain personal information about you in accordance with our confidentiality and privacy policy.

Invalidity

Except as expressly provided to the contrary herein, each paragraph, clause, term, and provision of these terms and any portion thereof shall be considered severable and if, for any reason any part of these terms is held to be invalid, contrary to, or in conflict with any applicable present or future law, statute or regulation or in terms of a final, binding judgment issued by any Court, it shall not impair the operation of, or have any other effect upon, such other portions of these terms as may remain otherwise intelligible, which remaining provisions shall continue to be given full force and effect and bind the parties hereto.

General Provisions

These terms are governed by the laws of the Republic of South Africa.

In the event of any dispute arising between you and the LRFPA, you consent to the jurisdiction of the Pietermaritzburg High Court (notwithstanding that the quantum in the action or proceedings may otherwise be beyond the monetary jurisdiction of that court).

The LRFPA may legally assign any of its rights and obligations under these terms at any time without giving you notice.

Ends.