

Making The Right Travel Choice Strategy Consultation- Terms and Conditions

1. Introduction

Welcome to the North East Making the Right Travel Choice Strategy consultation. The consultation will run from 20th July 2022 until 14th September 2022.

2. About these Terms and Conditions

By accessing and contributing to this consultation you agree to be legally bound by these terms. If you do not agree to be bound by all of the following terms please do not access, and/or contribute to the consultation.

3. What will we do with the information we receive?

3.1 North East Combined Authority (NECA) has a lawful basis to process personal data under Articles 6(1)(e) and 9(2)(g) of the General Data Protection Regulation (GDPR) – we may need to ask for some personal information in connection with this consultation, but will keep this to a minimum and ensure it is safe and secure (see Section 5 below). We comply with the Data Protection Act 2018; any information held by us will be processed in compliance with the principles set out in the Act.

3.2 Your opinions and suggestions will help us to improve our services and the way we deliver on plans and policies. Where possible we will take the views and suggestions received through consultations into account when finalising plans and launching policies. There may be occasions where the law gives us limited choice over what we deliver, but in these cases we will try to make sure that the views of local people are fed into how we deliver them.

3.3 Where possible we will try to make use of anonymous consultations and surveys, but there may be occasions where we need to record some personal information of the people who contact us, for example if you prefer to discuss the consultation by telephone we will need your contact details. Any personal information you supply will be retained securely and will not be retained longer than we need to. Once the retention period is over, NECA will ensure that records are either fully anonymised or are securely destroyed. Your name, address and contact details will not be displayed publicly, but please note that some comments may be displayed publicly in order to demonstrate how we have acted upon and responded to them.

3.4 There may be exceptional circumstances where an e-consultation results in the receipt of information that alleges, or provides evidence of, circumstances or events that require urgent action (for example, we might receive information that provides evidence of criminal activity or perhaps allegations of serious potential or actual risk or harm to identifiable individuals). We do not expect these to be frequent occurrences, but must reserve the right to act on legitimate concerns that may be raised, even if these might appear unconnected with the purposes of the consultation exercise.

3.5 Before responding to this consultation you should be aware that any information posted may be subject to disclosure under the Freedom of Information Act 2000. This means that we may be required to disclose information, views or opinions that you supply, but we will ensure any information that could identify you or another individual is anonymised before release.

4. Use of this consultation

4.1 You agree to take part in the consultation for lawful purposes only. You must not submit, download/upload or transmit any material (“user generated content”), or otherwise engage in any conduct that:

- i. breaches any third party’s rights including, without limitation, copyright, patent rights, trade mark rights, performer’s rights, rights of confidence;
- ii. is unlawful, offensive, threatening, abusive, harassing, defamatory, deceptive, fraudulent, invasive of another’s privacy or tortuous;

- iii. Victimises, harasses, degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability;
- iv. Encourages conduct that would constitute a criminal offence, or that gives rise to civil liability.

5. Your rights to privacy

5.1 NECA is fully committed to respecting the privacy of private, home and family life of all customers, residents and e-consultation respondents. Accordingly, we have implemented appropriate technical measures to ensure the security of any personal data you provide, in line with the requirements of Article 32 of the GDPR.

5.2 Any such information will be managed fully in line with the requirements of the Data Protection Act 2018, including any rights you have regarding the use or management of any personal data you have provided. For more information, please contact Transport North East via info@transportnortheast.gov.uk (a member of the team will ring you at your convenience if you request as such in any correspondence.)

5.3 An individual's right to Privacy does not extend to allowing interference with the lawful rights and privileges of others. In particular, racist, sexist, homophobic or other unlawfully discriminatory posts or submissions will not be tolerated. If information is submitted through the Consultation that would unlawfully infringe on those individual rights NECA reserves the right to dispose of that information in full or take action upon it as appropriate and as referred to in paragraph 3.3 above.

6. Our Liability to You

6.1 The views expressed during the consultation do not necessarily reflect official North East Combined Authority policy and NECA is not responsible for any content posted on the Portal by any third party.

6.2 North East Combined Authority shall not be liable for any loss not reasonably foreseeable by NECA, nor for any loss of data, profit, revenue or business or wasted expenditure, howsoever caused, arising from your participation in the consultation. North East Combined Authority shall not be liable for any reliance you place on the contents of the consultation.

6.3 Without limiting the above paragraph (and except for NECA's liability for death or personal injury caused by its negligence, for which NECA liability shall be unlimited), the liability of NECA under or in connection with your contribution to the consultation (whether arising in negligence or otherwise) will not under any circumstances exceed £500, regardless of the cause or form of action. Your statutory rights are unaffected.