

Ask the Secretary of State (DLUHC) to intervene in the PfE Greater Manchester spatial framework.

To: Secretary of State, Department for Levelling Up, Housing and Communities

We request that the Secretary of State for the Department of Levelling Up, Housing and Communities (DLUHC) uses his powers to intervene in the Places for Everyone Greater Manchester Spatial Framework to prevent unnecessary and unsustainable Green Belt release, which will cause harm to the climate, the environment and people's well-being, without providing sufficient affordable homes, sustainable transport, health care facilities or schools.

It is a discriminatory plan, which focuses on market housing and warehousing, with, for example, the targets for Affordable Housing being removed from Places for Everyone Policy during the Examination and no consideration being given to the needs of the Gypsy/Traveller/Student communities or the Rural Economy.

Clearly the plan, with its associated Main Modifications, does not comply with the government's policy to protect the Green Belt and ensure a brownfield first approach.

Why is this important?

Places for Everyone is Greater Manchester's Joint Development Plan for housing, the economy and the environment (previously known as the GMSF). For the reasons set out below, we believe that it needlessly proposes Green Belt and Protected Open Land for development, which will cause harm to the climate, the environment and people's well-being, without providing sufficient affordable homes, sustainable transport, health care facilities or schools. It should be carefully assessed by the Secretary of State on behalf of the citizens of Greater Manchester.

The plan covers nine of the ten Local Authority areas in the Greater Manchester conurbation and proposes to build over 178,000 homes, of which over 28,000 will be in unsustainable locations in the Green Belt or on Protected Open Land, along with over 3 million square metres allocated for warehousing and industry.

Save Greater Manchester's Green Belt and its partner groups have grave concerns about the impact on the countryside, the environment and valued community green space. Our chief concerns are:

1. **OUTDATED THINKING** - National policy is being updated, and we believe that Greater Manchester would be best placed to meet the challenges ahead by having a plan based on the most up-to-date guidance. This planning process commenced in 2014 and has since been overtaken by various significant national and local events. The citizens of Greater Manchester deserve a forward-looking plan which meets THEIR needs.

2. **GREEN BELT** - The proposed premature and unnecessary release of 2,388 hectares of Green Belt (equivalent to 2,985 football pitches) is not consistent with the Government's stated aspirations to channel growth towards major cities in order to protect green space. The plan's own evidence base shows that by adopting a high-density strategy directed at the city and town centres and along sustainable public transport routes, approximately 214,000 homes could be built over the plan period without needing to release any Green Belt. The recent announcement about scrapping the Manchester leg of HS2 removes PfE's premise of aggressive exponential growth. The Plan's spatial strategy should be changed to

deliver the Public Transport Max spatial option, which would be affordable, achievable and sustainable!

3. **E**COLOGY – Given that the allocated Green Belt will be released on the day that the plan is approved, there is a lack of evidence about the ecological and biodiversity impact of the plan and no clarity about why such environmentally rich sites have been selected rather than prioritising the regeneration of brownfield sites.

4. **S**CHOOL PLACES/HEALTH SERVICES – Despite the plan proposing sufficient new housing to create the equivalent of two new boroughs in GM, there is no land set aside for a new hospital to support the consequential 450,000 additional citizens, no evidence that sufficient school places will be provided (an issue that is already a red risk for some GM districts), nor that there will be sufficient sites for GPs and dentists.

5. **N**ET ZERO – We believe an alternative strategy that integrates development with sustainable public transport would better support the country’s commitment to net zero. As the carbon assessments for the Cambridge Local Plan show, the right kind of spatial development will have a substantial impact on reducing emissions without the costly overhead that climate mitigation measures usually carry.

6. **C**LEAN AIR ZONE / ULEZ – Integrating development and public transport would also organically reduce dependency on private transport and would have a positive impact on reducing air pollution, which should avert the need to impose punitive and unfair charges on car users through the CAZ.

7. **A**FFORDABLE HOMES – The plan originally committed to delivering 50,000 affordable homes over the plan period, but the Greater Manchester Combined Authority reneged on this policy commitment during the Examination in Public. We believe this is disingenuous and makes a mockery of the name of the plan, since the people of Greater Manchester have been conned into believing that Green Belt is being sacrificed to build affordable homes.

8. **T**RANSPORT INFRASTRUCTURE FUNDING – There is no evidence that funding is available to deliver the extremely long list of “Necessary” transport infrastructure requirements of the 34 unsustainable Green Belt locations, as set out in the Places for Everyone Plan.

We are considering options for delivering the petition (for example, group members in-person and/or via MPs), we will confirm at a later date.

Your personal information will be kept private and held securely. By submitting information you are agreeing to 38 Degrees keeping you informed about campaigns. You can read the 38 Degrees Privacy Policy here: <https://home.38degrees.org.uk/privacy-policy/>

Name	Email	Postcode	Phone	Processing consent **
John Smith	john@smith.com	SW1A 2AA	0412374839	✓
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** If you give us permission to contact you, you can unsubscribe at any time. Your personal information will only be used for the purposes described in our privacy policy such as handing in this campaign to the decision maker.

Important - don't forget to enter your new signatures on your petition page. You can do this at <http://you.38degrees.org.uk/petitions/ask-the-secretary-of-state-dluhc-to-intervene-in-the-pfe-greater-manchester-spatial-framework/manage/offline>

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TERMS OF SERVICE

38 Degrees is independent of all political parties, and upholds values of freedom, democracy, peace, human rights, community, equality, fairness and sustainability. We reserve the right to remove any campaigns or comments that do not share these principles.

These Terms of Service outline the terms and conditions upon which you can use our website to create campaigns, sign campaigns and connect with other 38 Degrees members who live near you.

1. ACCEPTING OUR TERMS OF SERVICE

By signing up to join or become an organiser, creating a campaign on our website, joining a 38 Degrees Group (as a member or an organiser) or ticking the box next to the words "I agree to the Terms of Service" on our website, you signify that you accept these Terms of Service and agree to be bound by them.

2. CREATING A CAMPAIGN

2.1 We reserve the right to remove any petition which we judge to promote illegal acts, hatred, violence, discrimination or stereotypes based on race, gender, ethnicity, sexuality, disability, nationality or religion

2.1.1 Campaigns may not explicitly promote political parties.

You are welcome to set up a petition if you are a politician or part of a local political party. However we reserve the right to edit or remove a petition if we judge its main purpose is to promote or oppose a political party, or candidate.

Petitions should be set up by individuals and not under a party name, and should focus on policy alone.

Campaigns should be relevant to everyone, whether or not they are members or supporters of a particular political party, which means 38 Degrees is not the place to settle political party in-fighting.

Please inform the 38 Degrees team if you are an elected official or candidate so that we can mark your petition appropriately.

2.1.2 We reserve the right to edit or remove petitions targeting individuals when we believe they:

Infringe upon their human rights or employment rights

For example by calling for an employee in a non-elected job to be sacked

Infringe on their right to a fair trial

Are quite simply nasty

2.1.3 We reserve the right to remove any petition which opposes 38 Degrees, or opposes one of the campaigns that 38 Degrees is running as an organisation.

2.1.4 The wording and claims in your petition must be factual and true. We reserve the right to remove or force you to edit any petition that makes claims that are not backed up by impartial 3rd party evidence. Likewise petitions must focus on the actions that people have taken rather than conjecture about people's motivations.

2.2 If you would like to create a campaign using our website, you must set up an account with us. When setting up your account, you must provide information about yourself that is true, current and complete. The name you use to set up your account will be shown on your petition page under the heading 'Campaign created by', and will be viewable by anyone who signs or views the petition online.

2.3 You are solely responsible for maintaining the confidentiality and security of your account. You are also solely responsible for all activities conducted through your account.

2.4 You must notify us immediately of any unauthorised use of your account. We will not be liable for any loss or damage arising in connection with any unauthorised use of your account.

2.5 When you provide us with your email address and, at your option, your mobile phone number at any time, including when you join a Group, you consent to receiving messages (including by email, SMS and/or MMS):

- (a) from the individuals and organisations who have signed your campaign;
- (b) from us in relation to your campaign

2.6 You can unsubscribe from messages sent by us and/or our related bodies corporate and trusted partners at any time by clicking on the "unsubscribe" link at the bottom of our emails.

2.7 As the creator of a campaign, you will have access to the names and other personal information of the individuals signing your campaign, either for him/herself or on behalf of an organisation ("Campaigners' Details").

2.8 You may use the Campaigners' Details for the sole purpose of sharing information directly relating to your campaign (such as sending updates on the number of signatures reached). You can not send more than 3 messages per week to any individual or organisation.

i. You may not use Campaigners' Details for the purpose of promoting yourself as a political candidate, politician, or for promoting any political party.

2.9 You must immediately stop sending messages (including by email, SMS and MMS) to anyone who asks to be unsubscribed from your communications.

2.10 You acknowledge that we have no control over the messages sent to you by the individuals or organisations who sign your campaign.

2.11 You release and forever discharge us from any liability, action, claim, injury, loss or damage you suffer or incur relating to, or in connection with, any campaign you create on our website, any messages you receive from other users of our website, and any event you attend that has been organised on our website.

2.12 This website aims to influence UK decisions makers. We do not accept petitions that are aimed at foreign governments, institutions or individuals. If you start a petition that seeks to influence a foreign government, institutions or individual, we reserve the right to amend such petitions, in order to make a UK decision maker the central focus of that petition. In such circumstances, we will identify UK decision makers that may be able to influence relevant foreign governments, institutions or individuals.

This website only accepts signatures from people with a UK postcode.

2.13 38 Degrees is committed to providing a safe and respectful working environment for all our staff. This means we reserve the right to close your account, your petition, or partnership if you are disrespectful, abusive or threatening to a member of 38 Degrees staff team. This includes, but is not limited to, behaviour such as shouting, nuisance calling, posting on personal social media accounts, making threats, or attempting to bribe, guilt or coerce our staff team into putting your campaign ahead of 38 Degrees members priorities.

3. SIGNING A CAMPAIGN

3.1 If you would like to sign any campaign on our website, you must provide us with information about yourself that is true, current and complete. You do not need to set up an account with us to sign a campaign.

3.2 When you provide us with your email address and, at your option, your mobile phone number, and confirm that you consent to be kept informed about the campaign. You consent to receiving messages ((including by email, SMS and/or MMS):

3.2.1 from the creator of the campaign in relation to the campaign you have signed;

3.2.2 from us in relation to other campaigns created on our website.

3.3 You can unsubscribe from messages sent by us and/or our related bodies corporate and trusted partners at any time by clicking on the “unsubscribe” link at the bottom of our emails.

3.4 You acknowledge that:

3.4.1 when you sign a campaign on our website, your name, post code and (if you have supplied it) your mobile phone number will be made available to the creator of the campaign;

3.4.2 the creator of the campaign may export the campaign, together with any information you have posted on our website in connection with the campaign (which could include your name, post code, phone number and comments), and provide the campaign to the individual or organisation being petitioned and/or otherwise publish, broadcast, communicate and display publicly your involvement in the campaign.

3.5 You release and forever discharge us from any liability, action, claim, injury, loss or damage you suffer or incur relating to, or in connection with your involvement in any campaign you sign on our website (including any messages you receive from the creator of a campaign), any messages you receive from other users of our website, and any event you attend that has been organised on our website.

4. YOUR CONTENT

4.1 You warrant that all text, images and other content you post on our website, including on any Group site (Your Content) is your original work and/or to the extent that Your Content includes any text, images or other content owned by a third party, you warrant that you are licensed to use and reproduce such content on our website.

4.2 You understand and agree that we may, in our sole discretion and without notice, edit and/or remove any campaign you have created on our website or any of Your Content which we believe violates these Terms of Service or which is or may be offensive, illegal, defamatory, or infringe the rights, or threaten the safety, of others.

4.3 By submitting and posting Your Content on our website, you give 38 Degrees and our related bodies corporate a perpetual, irrevocable, worldwide, royalty-free and non-exclusive licence to use, modify, reproduce, publish, broadcast, communicate, display and distribute Your Content in any format, using any medium, for the purpose of promoting your campaign.

4.4 We reserve the right to remove any user contribution or event for any reason. This is a decision we will strive to make fairly, but ultimately is a decision that is solely up to us to take.

5. USING OUR WEBSITE

5.1 Our website is available for your personal and non-commercial use only.

5.2 38 Degrees does not endorse or authorise any campaigns or member generated content on our website.

5.3 You must use our website in accordance with these Terms of Service only for lawful purposes and in a way which does not infringe the rights of anyone or restrict or inhibit anyone's use of our website.

5.4 You must not harvest or collect email addresses, mobile phone numbers or other personal information about other users of our website for the purpose of sending unsolicited commercial messages or for any other purpose.

5.5 We update and carry out maintenance on our website regularly, so we may have to suspend access, service or functionality on our website from time to time, without notice. We will not be liable if, for any reason, our website is not available at any time or for any period of time.

5.7 We own, or are the licensee of, the intellectual property rights in the content of our website, including text, photos, images and trademarks.

5.8 By using this website you confirm that you are over 16 years of age.

We do not knowingly process data of any person under the age of 16. If we come to discover, or have reason to believe, that you are 15 and under and we are holding your personal information, we will delete that information within a reasonable period and withhold our services accordingly.

5.9 Personal information is processed on the basis of an individual's vital interests. Applicable law allows us to process personal information in emergency (i.e. life or death) situations. For example, where the contents of a petition / campaign started or signed may lead us to make a reasonable conclusion that there is a risk of suicide or self-harm, we will report this to the relevant authorities

6. LINKS TO THIRD PARTY SITES AND RESOURCES

6.1 Our website may contain links to third party sites and resources. We have no control over those sites, and will not be liable for any loss or damage you suffer or incur when you use a third party site or resource.

6.2 We do not allow links to third party petition sites in either our petitions or in emails that you send out to your petition signers. It confuses people and is often counterproductive. We reserve the right to remove or edit petitions and delete or edit emails that link to third party petitions in breach of this term.

7. CLOSING YOUR ACCOUNT

7.1 We may suspend or cancel your account, including any Group account, if you fail to comply with your obligations under these Terms of Service.

7.3 If your account is suspended or closed for any reason, you will not have access to the account (including Your Content). We recommend that you make regular back-ups of Your Content.

7.4 The 38 Degrees staff team will determine, in its discretion, whether there has been a breach of these Terms of Service through your use of the site. When a breach has occurred, we may take such action as we deem appropriate including but not limited to:

- 7.4.1 immediate, temporary or permanent withdrawal of your right to use the 38 Degrees site;
- 7.4.2 your immediate, temporary or permanent expulsion from any 38 Degrees Group of which you are a member;
- 7.4.3 immediate, temporary or permanent removal of any posting or material uploaded by you to the site; or
- 7.4.4 legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach.

8. LIABILITY

8.1 You use the 38 Degrees website at your sole risk.

8.2 We provide our website on an "as is" basis. We do not represent or warrant that the operation of our website will be secure, confidential, uninterrupted, error-free, accurate, complete or current.

8.3 The material and information made available on the Group site is provided without any guarantees, conditions or warranties as to its accuracy.

8.4 Except where we are unable to exclude our liability by law, we will not be liable to you for any loss or damage, however it arises, whether in

contract, statute of tort (including negligence), arising out of, or in connection with, your use of (including inability to use) our website.

8.5 We exclude liability for any loss of profit, loss or corruption of data, special, exemplary, punitive, incidental, indirect or consequential loss or damages suffered or incurred or arising in connection with our website, or in connection with any act or omission by us (negligent or otherwise).

8.6 We are not liable to you for misuse of your information by other 38 Degrees members or third parties who gain access to the site.

8.7 We are not responsible to you for any liability, actions, claim, injury, loss or damage you suffer or incur relating to or in connection with your membership of any 38 Degrees Group or your participation in any activities organised or instigated by your 38 Degrees Group and/or any of its members.

9. INDEMNITY

You indemnify us against all liability, action, claim, loss or damage arising out of, or in connection with, Your Content, your use of (or inability to use) our website, any breach of our Terms of Service, and your conduct with respect to our website and other users of our website.

10. USE OF OUR SITE FROM OUTSIDE OF THE UK

Whilst we welcome all visitors to this site, we cannot guarantee that the website is appropriate or available for use in any territory. Those who visit the website from outside the UK are responsible for complying with all applicable laws.

11. GROUP RULES

11.1 JOINING A GROUP

11.1.1 By joining a Group you can communicate with other 38 Degrees members who are members of that group, share ideas and take part in campaigns with other 38 Degrees members in your area.

11.1.2 By signing up to join a Group or become an organiser you signify that you accept these Group Rules as part of the wider Terms of Service.

11.2 SUMMARY OF GROUP RULES

Although you must read the Group Rules in full, please pay particular attention to the following points:

11.2.1 38 Degrees is not responsible for how your Group operates or for any activities organised by your Group or any member of it. Although all 38 Degrees members are encouraged to form Groups and share ideas with each other, the Groups operate independently of the 38 Degrees staff team. 38 Degrees does not endorse or authorise any campaigns on the Group Site or any activities run by your Group.

11.2.2 In providing your email address and/or mobile number when you become a member or organiser of your Group, you are consenting to receiving emails, phone calls and/or texts from 38 Degrees, and being contacted by the other members and organiser of your Group about any campaigns created on our website [or other issues of interest to your Group].

11.2.3 You must comply with these Group Rules and the wider Terms of Service when you post content to the Group site – please help keep this site a safe place for everyone.

11.2.4 Please message the 38 Degrees staff team about any inappropriate behaviour or inappropriate content on this site immediately, via <https://home.38degrees.org.uk/about/contact-us/>

11.2.5 If you breach these Group Rules or the wider Terms of Service we may remove you and/or your content from the Group site immediately.

11.2.6 We will use the personal information you provide to us in accordance with our Privacy Policy <https://home.38degrees.org.uk/privacy-policy/>

11.3 WHO CAN BECOME A MEMBER OF A GROUP?

Membership of our Groups is open to anyone who shares the values of 38 Degrees. Members of 38 Degrees are united by a set of shared values; to defend fairness, protect rights, promote peace, preserve the planet and deepen democracy.

11.5 ACTIVITIES OF 38 DEGREES GROUPS

The activities of Groups shall be to further the mission of 38 Degrees through taking lawful action on the issues that we all care about, which may include organising meetings or events for 38 Degrees members.

11.6 WHO CAN BE AN ORGANISER?

11.6.1 All organisers are also members and must comply with the wider Terms of Service.

11.6.2 There will be at least one organiser for each Group who will be appointed by the 38 Degrees staff team in accordance with any procedure prescribed by the staff team from time to time.

11.6.3 Organisers agree to carry out the role of an organiser (set out in section 11.7 below).

11.6.4 38 Degrees reserves the right to temporarily or permanently suspend a member's role as organiser if it determines that an organiser has not acted in accordance with the Terms of Service. While this is a decision the staff team will strive to make fairly, it is solely their decision to make.

11.7 ROLE OF AN ORGANISER

Organisers may:

11.7.1 Contact all members of their Group in connection with activities and campaigns that the Group is involved in;

11.7.2 Add new members to their Group;

11.7.3 Create events for their Group;

11.7.4 Send messages to the 38 Degrees staff team and members of the Group; and

11.7.5 [Monitor the Group Site and remove any posts in accordance with these Rules, the 38 Degrees Comment Policy and any requests from the 38 Degrees staff team.]

11.8. ACCESSING YOUR GROUP SITE

11.8.1 We may restrict access to some or all of a Group Site or our website without notice and for any reason and at any time. We will only do this where necessary.

11.8.2 When you become a member you will be asked to enter a username and password.

11.8.3 Please treat your username and password as confidential and do not disclose them to any other person or organisation.

11.8.4 Please notify us immediately if you suspect that your password has become known to any unauthorised user.

11.8.5 We have the right to disable any username or password if, in our opinion, you have breached these Group Rules.

11.9 USING THE GROUP SITE

11.9.1 By joining a Group, you consent to receiving messages from other members of your Group (including organisers of the Group) in relation to the administration of the Group or matters of interest to Group members.

11.9.2 You may contact other Group members by posting in the groups site for the sole purpose of sharing information and communicating about matters of relevance to the Group.

11.9.3 You grant other members of your Group a non-exclusive licence to view any contributions you post or upload to the Group Site, subject to these Group Rules and the wider Terms of Service.

11.9.4 We reserve the right to remove and/or to authorise Group organisers to remove any user contribution or event for any reason. This is a decision we

will strive to make fairly, but ultimately is a decision that is solely up to the 38 Degrees staff team or where relevant, Group organisers.

11.9.5 You must not use the Group site:

- 11.9.5.1 in any way that violates any applicable national or international law or regulation;
- 11.9.5.2 promote a political party or candidate or attempt to influence voting behaviour.
- 11.9.5.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of “spam” or “junk mail” to other members of your Group or anyone else;
- 11.9.5.4 to knowingly transmit any data, send or upload any material that contains viruses or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- 11.9.5.5 to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Group Rules;
- 11.9.5.6 in any way which is likely to, or does, damage the reputation of 38 Degrees;
- 11.9.5.7 to reproduce, duplicate, copy or re-sell any part of the site in contravention of Group Rules;
- 11.9.5.8 to access without authority, interfere with, alter, damage or disrupt any part of the site, or any equipment or network on which the site is stored;
- 11.9.5.9 for the purpose of exploiting, harming or attempting to exploit children in any way;
- 11.9.5.10 to impersonate or attempt to impersonate 38 Degrees or a 38 Degrees employee or another member of your Group;
- 11.9.5.11 for any commercial purpose.

11.9.6 You agree to treat as confidential all information made available on the site by other members of your Group that is not available to the public elsewhere, and not to disclose such information to any others without the prior written consent of the member in question.

11.10 RULES ON YOUR CONTRIBUTIONS TO THE GROUP SITE

11.10.1 There will be interactive services on the site that allow you to post comments or to message other members of your Group directly. This will enable you to contribute materials and make other contributions to the site and to Group.

11.10.2 Any contribution you make must:

- 11.10.2.1 be accurate; and
- 11.10.2.2 be genuinely held (where they state opinions).

11.10.3 Contributions must not:

- 11.10.3.1 contain any material which is defamatory, obscene, offensive, vulgar, hateful or inflammatory;
- 11.10.3.2 promote a political party or candidate or attempt to influence voting behaviour.
- 11.10.3.3 infringe any right including (but not limited to) copyright, database right or trade mark of any other person;
- 11.10.3.4 be threatening, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 11.10.3.5 be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- 11.10.3.6 give the impression that they emanate from 38 Degrees, if this is not the case; or

11.10.3.7 breach these Terms of Service.

11.11 NOTIFICATION OF BREACHES/MODERATION

We do not moderate the content of the Group Site except where concerns are raised. We accept no responsibility for any content members post on the site, but reserve the right to remove or edit content at any time.

12. GENERAL TERMS

12.1 We reserve the right to change any or all of these terms and conditions, and/or add new terms and conditions at any time. When we do so, we will make a new copy of these Terms of Service available on our website. You are expected to check this page frequently to take note of any changes we make. Your continued use of our website will be deemed to constitute your acceptance of such changes.

12.2 You must not publish or use for commercial purposes any part of the materials on the 38 Degrees website or from a Group Site without obtaining written consent from us.

12.3 If you are aware of any breach of these the Terms of Service or other misuse of the 38 Degrees website site, please notify the staff team by writing to emailtheteam@38degrees.org.uk.

12.4 These Terms of Service set out the entire agreement between you and us relating to your use of our website and supersedes all prior discussions and communications.

12.5 There is no relationship of employment, partnership, agency or fiduciaries between you and us.

12.6 These Terms of Service shall be governed and construed in accordance with the laws of England and Wales and any disputes relating to these Terms of Use shall be subject to the exclusive jurisdiction of the courts of England and Wales.

This page and the 38 Degrees website are owned and operated by us, 38 Degrees (Company No. 06642193).

Privacy Policy 06.02.2023

38 Degrees Ltd. (Company No. 6642193) aims to respect any personal information you share with us, or that we receive from other organisations, and keep it safe. This Policy explains how we collect and use your personal information. For the purposes of the information you share with us, we are the data controller.

This Policy contains important information about your personal information and privacy. Please read it carefully.

You do not have to provide us with your personal information. However, you will need to provide some personal information if you would like to sign a campaign, start a campaign, make a donation or purchase items via our online shop, apply for employment with us or apply to volunteer with us.

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Contact us

1. How we collect your personal information

We collect information about you:

(1) When you give it to us DIRECTLY

For example, you give us your personal information when you:

start a campaign

sign a campaign

share information about a campaign from our website on Facebook, Snapchat, Twitter and/or via email

answer one of our surveys or questionnaires

apply for employment with us/apply to volunteer with us

upload a video through our website
contact us by phone, email or post

buy anything from our online shop and/or when you donate money to us.

(2) When you give it to us INDIRECTLY

Your information may be shared with us by others including other users of our services, independent event organisers, other fundraising entities, sponsors and supporters of our organisation and services. Your information will also be provided to us when you follow us or otherwise interact with us on or via Twitter, when you like and/or join our page on Facebook or interact with us in other ways on or via Facebook or on Snapchat. We also collect limited personal information when you receive our marketing/ campaign emails (see below under "Pixel trackers").

(3) When you give permission to OTHER ORGANISATIONS to share it or it is AVAILABLE PUBLICLY

We may combine information you provide to us with information available from external publicly available sources. Depending on your privacy settings for social media services, we may also access information from those accounts or services. We use this information to gain a better understanding of you and to improve our communications and fundraising activities.

We also receive some personal information about you when you use social logins (see section 5 below).

(4) When you visit our WEBSITE

We use cookies to identify you when you visit our website and to enable us to personalise your online experience (for example by remembering your log in details). Please see our Cookies Policy for more information.

We also use the reCAPTCHA service provided by Google. This allows us to verify that a user is a person rather than a machine in order to prevent forms on our website (such as petitions) from being (ab)used by spam bots (a bot is a computer programme that can interact with systems and can simulate human activity). When you fill in forms on our website, reCAPTCHA will collect information about your use of the website page, including clicks, mouse movements and your IP address, so that it can determine whether you are a person and not a bot. This information is collected by Google who only provide us with confirmation of whether the user is a real person (but does not identify a user to us). For more information about Google's use of information gathered through reCAPTCHA please read their privacy notice here.

Pixel trackers

We use 'pixel trackers' (including trackers provided by Mailjet) to provide us with insights about the way you interact with our emails, so we can learn about the effectiveness of our communications. For example, these tools tell us if and when you open an email from 38 Degrees and whether you click on a link within the email. This is useful because it allows us to decide what kind of content you and our other members are interested in receiving.

We may then change the type of emails we send to you and our membership, or stop sending you emails at all if it seems you are no longer interested to hear from us.

These tools also protect our communications from being incorrectly flagged as 'spam' by email providers.

If you use an email client that allows it, you can 'block' pixels by changing your settings to block images being loaded by default.

2. What personal information do we collect?

We may collect, store and use the following kinds of personal information:

(1) Your name and contact details, including address, telephone number, e-mail address, and social media identity. We may ask for other information where it is appropriate and relevant, for example

Details of why you have decided to contact us/start/support a campaign;

Details of your opinion on a particular issue or campaign;

Your bank details or debit/credit card details; or

Details of campaigns you have supported, details of topics/areas of interest to you, responses to surveys you have completed;

We will ask you to verify your age. We use age information to ensure we're serving you appropriate content and handling your data appropriately under data protection legislation. Where appropriate, and you are over 18, we also use this to better understand the demographics of our supporters (see section 6).

(2) information about your computer and about your visits to and use of this website including your IP address, geographical location, browser type, referral source, length of visit and number of page views;

(3) information about the 38 Degrees services you use (e.g. campaigns you support), services and products of interest to you or any marketing and/or communication preferences you give; and/or

(4) any other information shared with us as per clause 1

Do we process sensitive personal information?

The law recognises certain types of personal information as sensitive and requiring more protection, including health information, ethnicity and political opinions. This is known as 'special category' information. In limited cases, we may collect special category information about you because it is relevant to the particular campaign or survey in which you are participating.

We may also use certain special category information you provide us in surveys, such as your ethnicity or political opinions, to understand demographic trends in our membership and to help us monitor and address inequalities. For example, we may use this information to determine that certain groups are not being reached by our campaigns/ that our campaigns may not be relevant to particular groups - this information could help us to address our content and priorities so that they are more relevant to such groups, to address inequalities. We will generally seek your explicit consent before collecting this information for these purposes.

It may also be necessary for us to process special category information for purposes in the substantial public interest like the prevention or detection of a crime or safeguarding children or adults who are at risk. We may also process information which relates to potentially criminal activity for the same purposes.

If you are applying to us for employment we may carry out checks to ensure that you are suitable to work with our members. In the event this involves processing information relating to criminal investigations or convictions then we will be relying on the substantial public interest condition relating to the safeguarding of children or adults who are at risk.

3. How and why will we use your personal data?

We use your personal information to:

Enable you to use and/or learn about all of the services we offer;

Send you information about our work, campaigns, organisations and any other information, products or services that we provide (this will not be done without your consent);

Send you member surveys (see section 8 below) including for the purpose of conducting member research/insights and profiling (see section 6 below);

Provide you with the services, products or information you have requested;

Improve your browsing experience by personalising your interaction with our website;

Handle the administration of any donation or other payment you make via credit/debit card, cheque, standing order or BACS transfer;

Collect payments from you and send statements and/or receipts to you;

Handle the administration of your employment and/or volunteering application;

Conduct research into the impact of our campaigns;

Deal with enquiries and complaints made by or about you relating to the website or us in general;

Make campaign submissions to third parties, where you have signed the campaign and the third party is a target of the campaign;

Incorporate your personal data into our promotional activities but only with your consent; and/or

Audit and/or administer our accounts.

4. Signing a campaign

When you sign any campaign on our website, we ask for some personal information. We will take reasonable steps thereafter to ensure that your personal information remains accurate and up to date. You do not need to set up an account with us to sign a campaign.

Campaigns indicate your public support for an issue or cause. Please be aware that when you sign a campaign on Campaigns by You:

your name, post code and (if you have supplied it) your mobile phone number will be made available to the creator of the campaign;

the creator of the campaign may 'export' the campaign, together with any information you have posted on our website in connection with the campaign (which could include your name, post code, phone number and comments), and send it to the individual or organisation being petitioned and/or otherwise publish, broadcast, communicate and display publicly your involvement in the campaign.

You can submit a video in support of a campaign using our online video recording tool. If you do, we will ask for your consent to our use of your video. We share these videos with third parties relevant to the campaign (such as MPs), and we may also use your video for our own marketing purposes. When we refer to our own marketing purposes, we mean the use of your video to promote (i) a campaign that may be different to the one you have made a video to support, (ii) engagement in starting petitions generally, or (iii) the activities of 38 Degrees in general. You can always withdraw your consent to our use of your videos by contacting us using the details below.

5. Logging into 38 Degrees with your social media account

When you create a petition on our website we ask you to register for an account. You can register with us directly, or you can log-in using your Google or Facebook account, if you have one. If you log in using Google or Facebook, the third party platform (either Google or Facebook) will share some of your basic account information with us – your name, email address and profile picture (if you have one). We use this personal information to identify you when you log-in and allow you to access your account.

If you log in via Facebook or Google, we'll still ask for your phone number and postcode. We ask for this information in case our staff team need to contact you to support with your petition and so that we can potentially promote your petition locally (according to your postcode).

You do not have to use social log-ins – if you prefer, you can always register or log-in directly with 38 Degrees. You can also un-link your Google or Facebook account from your 38 Degrees account at any time by updating your settings preferences with Google or Facebook:

[Click here to read how to un-link your account from Google.](#)

You can un-link your account from Facebook by navigating to the 'Apps' section in your Facebook account settings and updating preferences in 'Logged in with Facebook'.

6. Understanding our membership (including creating 'profiles' and 'modelling')

We refer to anyone who has taken an action with 38 Degrees (e.g. signed a petition, taken a survey, donated, etc) as a 'member'. You can only be a member if you reside in the UK, which we confirm by asking you to verify your postcode.

In order to better understand our members and our membership, 38 Degrees collects information about members' interests and demographics, and gathers this information to create 'profiles' of individual members and groups of members. Our aims are:

(a) at an individual level, improving our communications and interactions with you (so that they are more targeted and relevant); and

(b) at a membership / group level, understanding the types of people who typically make up our membership so that we can improve the membership journey, focus our resources on areas of interest to our members, and recognise groups which may be under-represented in our membership, in order to improve our reach.

'Profiling' in this context means gathering information about members and analysing their characteristics and behaviour patterns to place them in a certain category to help inform the above insights work. It can involve processing personal information using predictions about people, based on the qualities of others who appear similar (in other words, identifying 'personas' or categories of typical 38 Degrees members).

To do this, we may combine the personal information we obtain:

Directly from you, including when you complete member surveys (see section 8 below) – including demographic and attitudinal information.

From public sources.

We may keep this information in anonymous/ aggregated form (so that it does not identify you) and share that statistical information with key decision makers – for example, to tell MPs that hundreds of 38 Degrees members in their constituency are nurses.

We rely on our legitimate interests to undertake data processing for these purposes (see section 15 below). If we use your sensitive personal information (see section 2 above) for these purposes, we will ask for your explicit consent where necessary or rely on other conditions under data protection law.

Additionally, we gather information about the way members respond to communications we have sent. Using a process we call ‘modelling sends’, we analyse past actions and behaviour of members. By comparing those members with other members we can predict what actions the other members are likely to take. Using this understanding of how likely someone is to take an action, we can send the email to people who are most likely to be interested, rather than sending it to everyone on our email list. This helps us to maximise the effectiveness of the communications we send out. We rely on our legitimate interests to undertake data processing for these purposes (see section 15 below). We may use third parties, such as data analysts, to help us with this type of research and profiling. We will have contracts with them which require them to keep any personal information secure.

You can choose to opt-out of the processing detailed in this section, which will include both 38 Degrees’ profiling (which will mean we won’t assign you a ‘profile’), as well as ‘modelling’ sends. If you would like to opt-out, or if you have any questions about this processing, please email us on dataprotection@38degrees.org.uk.

7. Social media marketing (including Facebook and Snapchat)

We use Facebook and/ or Snapchat’s Custom Audience and Lookalike Audience programs, which are tools which allow us to show adverts to individuals when they visit Facebook or Snapchat. To do this, we send your email address to Facebook/Snapchat so they can determine whether you have an account with them. Our adverts may then appear in your feed. Some of your personal information is sent in an encrypted format that is deleted by Facebook/ Snapchat (a) if it does not match with an account or (b) after they confirm you are a registered account holder.

For more detailed information please see Facebook’s guidance [here](#) and [here](#).

We also use Snapchat’s ‘Snap Pixel’. This is a tool which lets us know if individuals have visited our website via Snapchat, so that we can tell whether our use of Snapchat is effective. We use a ‘pixel’ on our website to do this, which is similar to a ‘cookie’ – please see our cookies notice [here](#) for more information.

You can read Snapchat’s privacy notice [here](#).

Opting out of this marketing activity

If you do not want us to share your email address with Facebook or Snapchat (even in encrypted form), then you can ask us not to by contacting us at dataprotection@38degrees.org.uk. Please be aware that, if you are a Facebook or Snapchat user, you may still see advertisements about 38 Degrees in your feed even if we do not share your personal information with Facebook or Snapchat (because not all of our marketing will be targeted). You can control what ads you see via your ad settings within Facebook and Snapchat.

8. Member surveys

From time to time (and in accordance with section 9 below) we may contact you (if you are a member) to ask you to complete surveys.

Your participation in surveys is entirely voluntary and you do not need to provide us with any personal information you do not want to. We may ask you questions about your background, behaviours, and attitudes. We will then use this personal information for the purposes set out in this Policy, including to understand our membership better as explained in section 6 above.

This includes improving our ability to send you more relevant communications. For example, if you tell us, in response to a survey, that you work in the NHS, we may send you information about campaigns specific to issues affecting NHS staff.

Please also note that when you take a 38 Degrees survey, you may be redirected to Typeform’s platform as we use Typeform’s services to host some of our surveys. When you take a survey hosted on Typeform, you will see a banner across the bottom of the form asking you to accept Typeform cookies – if you click the three-dot icon on the banner you will be able to see more details about the policy and opt-in or opt-out of non-essential cookies. Neither essential nor non-essential cookies contain any personally identifiable information. You can see Typeform’s T&C’s, including their privacy policy and cookie policy, [here](https://admin.typeform.com/to/dwk6gt): <https://admin.typeform.com/to/dwk6gt>

9. Communications, fundraising and marketing

If you have provided us with your physical address, we may contact you by post; and where you have given appropriate consent, also by telephone and e-mail, with targeted communications to let you know about our events and/or activities that we consider may be of particular interest; about the work of 38 Degrees; and to ask for donations or other support (or to conduct member surveys – see section 8 above).

In the future we may communicate with you via focus groups, which may include online communications with you, and we may use other online messaging platforms such as WhatsApp.

In particular, if you have provided consent after signing a campaign, we will send you messages from the creator of the campaign you have signed and from us in relation to other campaigns which are being run by 38 Degrees.

You can choose to stop receiving such emails from us and our trusted partners at any time by clicking the “unsubscribe” link at the bottom of our emails, or by contacting us using the details below. Or, if you’d like to opt-out of hearing from us by post, please email nopost@38degrees.org.uk or dataprotection@38degrees.org.uk

10. Members of Parliament

We collect and use some information in relation to MPs. This includes the following

Information from publicly available sources regarding MPs’ voting history.

Contact details.

Information from members of the public about how MPs have responded to issues they have raised.

Information provided to us directly from MPs clarifying their positions in relation to specific issues.

We use MPs’ contact information to ask them questions, send them briefing notes on issues for which we are campaigning and to allow members of the public to contact them through our systems.

We use information about how MPs vote and their political positions to create rankings and leader-boards.

We rely on our legitimate interests to undertake data processing for these purposes (see section 15 below)

11. Donations and other payments

Financial transactions carried out on our website are handled through either:

Stripe, Inc. (“Stripe”) for most one-off donations or other payments. We recommend that you read Stripe’s privacy policy before making any payments to us.

PayPal: if you donate via PayPal. Please see their privacy notice for more information.

SmartDebit, if you set up a direct debit. Please see their privacy notice for more information.

We will provide your personal information to payment processors only to the extent necessary to process payments.

We do not store your financial details.

12. Children’s data

We do not knowingly process data of any person under the age of 16. If we come to discover, or have reason to believe, that you are 15 and under and we are holding your personal

information, we will delete that information within a reasonable period and withhold our services accordingly.

13. Security of and access to your personal information

We aim to ensure that there are appropriate and proportionate technical and organisational measures to protect your personal information from loss, destruction, misuse, alteration, or unauthorised disclosure or access.

Your information is only accessible in 38 Degrees by appropriately trained staff, volunteers and contractors.

We also use agencies and/or suppliers to process data on our behalf. We may also merge or partner with other organisations and in so doing transfer your personal information to a successor organisation.

Please note that some countries outside of the UK have a lower standard of protection for personal information, including lower security requirements and fewer rights for individuals. We may transfer and/or store your personal information to a destination outside the UK. If we transfer and/or store your personal information outside the UK which does not provide adequate protection we will take reasonable steps to ensure that the recipient implements appropriate measures to protect your personal information, such as requiring the recipient to enter into standard contracts approved by the UK Government for this purpose.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere in this policy, we may disclose your information to regulatory and/or government bodies and/or law enforcement agencies. But only if we need to do so to satisfy a legal obligation.

14. Your rights

If we rely on your consent to use your personal information for a specific purpose, you can withdraw

that consent at any time. This includes the right to ask us to stop using your personal information for direct marketing purposes or to be unsubscribed from our email list at any time.

You also have the following rights:

To access your personal information – you can write to us to ask for confirmation of what information we hold on you and to request a copy of that information. Provided we are satisfied that you are entitled to see the information requested and we have successfully confirmed your identity, we will usually have one month to comply.

Erasure of your personal information – you can ask us for your personal information to be deleted from our records. In many cases we would propose to suppress further communications with you, rather than delete it.

To correct your personal information – if you believe our records of your personal information are inaccurate, you have the right to ask for those records to be updated.

To ask us to restrict our

use of your personal information – you have the right to ask for processing of your personal information to be restricted if there is disagreement about its accuracy or legitimate usage.

To have your data ‘ported’ – to the extent required by applicable laws, where we are processing your personal information (i) under your consent, (ii) to perform a contract with you and (iii) by automated means, you may ask us to provide it to you – or another service provider – in a machine-readable format.

To exercise these rights, please send a description of the personal information in question using the contact details in section 20 below. We also have a specific page ([linked here](#)) where you can unsubscribe from our email list

We might need to ask for (i) personal identification and/or (ii) further information before we can respond to your request. Please note that some of these rights only apply in limited circumstances.

You can also make a complaint about us or the way we have processed your personal information to the Information Commissioner's Office. The contact details of the ICO can be found [here](#).

15. Our lawful basis

We are required to have one or more lawful grounds to process your personal information. The following four are most relevant to us:

(1) Consent

We will ask for your consent to use your information to send you electronic communications such as newsletters and marketing and fundraising emails, for targeted advertising and profiling.

(2) Contractual relationships

Most of our interactions with subscribers and website users are voluntary and not contractual. However, sometimes it will be necessary to use personal information so that we can enter contractual relationships with people. For example, if you apply for employment or to volunteer with us, or if you purchase something via our online shop.

(3) Legal obligations

Sometimes we will be obliged to process your personal information due to legal obligations which are binding on us. We will only ever do so when necessary.

(4) Legitimate interests

The law allows organisations to use personal information if it is reasonably necessary for legitimate activities, and as long as its use is fair, balanced and does not unduly impact individuals' rights.

We will rely on this ground to process your personal data when it is not practical or appropriate to ask for consent. Our legitimate interests are as follows:

A. Achieving our purposes

These include (but are not limited to) promoting any philanthropic or benevolent purpose including without limitation to ensure the views and values of the world's people shape global decisions

B. Governance

Internal and external audit for financial or regulatory compliance purposes

Statutory reporting

C. Publicity and income generation

Conventional direct marketing and other forms of marketing, publicity or advertising

Unsolicited commercial or non-commercial messages not sent electronically, including campaigns, newsletters, income generation or charitable fundraising

Analysis, targeting and segmentation to develop and promote or strategy and improve communication efficiency

Personalisation used to tailor and enhance your experience of our communications

D. Operational Management

Recording and monitoring of applicants for employed and volunteer positions for recruitment purposes

Physical security, IT and network security

Processing for historical, scientific or statistical purpose

E. Purely administrative purposes

Responding to enquiries

Delivery of requested products or information

Communications designed to administer existing services including administration of campaigns and financial transactions

Thank you communications and receipts

Maintaining a supporter database and opt-out lists

F. Financial Management and control

Processing financial transactions and maintaining financial controls

Prevention of fraud, misuse of services, or money laundering

Enforcement of legal claims

Reporting criminal acts and compliance with law enforcement agencies

When we use your personal information, we will consider if it is fair and balanced to do so and if it is within your reasonable expectations. We will balance your rights and our legitimate interests to ensure that we use your personal information in ways that are not unduly intrusive or unfair in other ways.

Special category data

In addition to having that lawful basis, where we are processing special category data we are also required to meet one of the special conditions as follows:

(1) Legitimate activities

As a non-profit body with a political or philosophical aim, we may process special category data which you provide to us in order to achieve our goals and purposes, where this is allowed under data privacy law.

(2) Explicit Consent

Where we have obtained your consent in order to use your special category data for specified purposes, for example where you provide this type of information when completing a survey.

16. How long we keep your personal information

In general, unless still required in connection with the purpose(s) for which it was collected and/or is processed, we remove your personal information from our records six years after the date it was collected. However, if before that date (i) your personal information is no longer required in connection with such purpose(s), (ii) we are no longer lawfully entitled to process it or (iii) you validly exercise your right of erasure, we will remove it from our records at the relevant time.

If you ask us to stop sending you direct marketing/fundraising/other electronic communications, we will keep your name on our internal suppression list to ensure that you are not contacted again.

Additionally, if you donate by direct debit, your personal information may be retained by the provider we use, SmartDebit or PayPal as relevant, for as long as SmartDebit or PayPal are liable under any compensation award scheme e.g. the Direct Debit Guarantee.

17. Sharing your information

We use third-party service providers to assist us in delivering our services. Where necessary, we will share your personal information with those service providers. This will always be governed by a contract with the relevant service provider which prevents them from using your information in any way which goes beyond our purposes, as stated in this Privacy Policy. We share that information based on our legitimate interests in delivering our services to members.

We may also share your personal information with third parties such as public authorities where we have a legal obligation to do so or where it is necessary for reasons of substantial public interest such as the prevention or detection of a crime.

Where you have consented, we may also share your personal information for the purposes of making campaign submissions to third parties or for the purposes of our promotional activities.

By submitting your details you agree we may share limited personal information with decision makers on a campaign, for example, when handing in petitions, we share names and postcodes, and may share your comments with the decision maker.

We may also share your personal information for the purposes of social media marketing (see section 7 above).

18. International transfers

We may transfer your personal information to our third-party service providers based outside the UK. Where this is the case, we will only transfer your information to territories where the level of protection has been deemed to be adequate for the purposes of transferring personal information from the UK by way of an 'Adequacy Decision' or other international accord, or where we have executed the EU or UK Standard Contractual Clauses with the service provider who is receiving the information. Those Standard Contractual Clauses ensure that the personal information we transfer has an equivalent level of protection to that which is available in the UK. We can provide a copy of those safeguards upon request.

19. Changes to this policy

We keep this Policy under regular review and will sometimes update it by posting an updated version on our website, to reflect changes in the law or in our practices. We recommend that you check this Policy occasionally to ensure you remain happy with it. Where reasonably possible, we will notify you of significant changes to our privacy policy by email.

20. Contact us

For queries relating to how we use your data you can contact our Data Protection Team at dataprotection@38degrees.org.uk and/or our wider team at emailtheteam@38degrees.org.uk or by writing to us at the following address:

The Data Protection Team
38 Degrees
131 Finsbury Pavement
London
EC2A 1NT

You can also contact our Data Protection Officer at dataprotectionofficer@38degrees.org.uk.

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