

# Reality Adventure Works in Scotland Ltd.

## CHILD PROTECTION, DATA PROTECTION AND CONFIDENTIALITY POLICIES

### Accessibility

This policy is accessible to all service users, members of staff and volunteers by being displayed within the Reality website.

### 1. Child Protection Policy

- 1.1 Article 1 of 'Protecting Children, Young People and Volunteers ... towards Good Practice ( Activity Breaks)' dated 2008 adopts the following policy statement on safeguarding the welfare of children and young people :
- 1.2 "It is the policy of Reality to safeguard the welfare of and the interests of all children and young people who come into contact with the organisation and its activities. Being committed to such young people, Reality has a deep concern for their wholeness and well being. It is the responsibility of each person within the organisation to prevent physical, sexual and emotional abuse of children and young people, including reporting any abuse discovered or suspected and also to positively encourage in a safe and supportive way, a culture of individual personal development including personal networks for each individual child or young person as appropriate."
- a) We do this by giving information on what we do and what type of service we provide, thus ensuring that service users, parents and social workers know what they can expect of us.
  - b) Ensuring all volunteers are carefully selected, trained and supervised.
  - c) Informing parents and children as to how to voice their complaints.

### **1.3 Additional Notes**

- 1.3.1 See the following Summary of Recommendations from 'Protecting Children, Young People and Volunteers ... towards Good Practice (Activity Breaks)' dated August 2008:
- a) Section 1 Managing the organisation in order to protect children and young people
  - b) Section 2 Managing paid staff and volunteers in order to protect children and young people
  - c) Section 3 Selecting the right paid staff and volunteers in order to protect children and young people
  - d) Section 4 Dealing with abuse which has been disclosed or suspected
  - e) Section 5 Training
  - f) Section 6 Complaints Procedure

## **2. Policy on Data Protection**

- 2.1 Reality Adventure Works in Scotland Ltd. (Reality) is registered with the Information Commissioner, under the Data Protection Act 1998, Register of Data Controllers.
- 2.2 The register entry describes in very general terms, the personal data being processed by Reality for these 4 purposes:
  - a) Trading / sharing in personal information
  - b) Accounts and records
  - c) Advertising, marketing and public relations
  - d) Staff administration

## **3. Policy on the secure handling, use, storage and retention of Disclosure Information**

- 3.1 Reality Adventure Works in Scotland Ltd. (Reality) complies fully with the Code of Practice, issued by Scottish Ministers, regarding the correct handling, holding and destroying of Disclosure information provided by Disclosure Scotland under Part V of the Police Act 1997, for the purposes of assessing applicants' suitability for employment purposes, voluntary positions, licensing and other relevant purposes. It also complies fully with the Data Protection Act 1998 and other relevant legislation pertaining to the safe handling, use, storage, retention and disposal of Disclosure information and has a written policy on these matters as shown in points 1-5 below. This policy is available to anyone who wishes to see it on request.
  - 3.1.1 **Usage:** We use Disclosure information only for the purpose for which it has been provided. The information provided by an individual for a position within Reality is not used or disclosed in a matter incompatible with the purpose. We process personal data only with the express consent of the individual. We notify the individual of any non-obvious use of the data, including further disclosure to a third party, identifying the Data Controller, the purpose for the processing, and any further relevant information.
  - 3.1.2 **Handling:** Reality recognises that, under Section 124 of the Police Act 1997, it is a criminal offence to disclose Disclosure information to any unauthorised person. We, therefore, only pass Disclosure information to those who are authorised to see it in the course of their duties. Reality will not disclose information provided under Section 113(B)(5) of the 1997 Act, namely information that is not included in the Disclosure, to the applicant.
  - 3.1.3 **Access and Storage:** We do not keep Disclosure information on an individual's personnel file. It is kept securely, in lockable, non-portable storage containers. Access to storage units is strictly controlled to authorised and named individuals, who are entitled to see such information in the course of their duties.
  - 3.1.4 **Retention:** We do not keep Disclosures or Disclosure information for any longer than is required after recruitment (or any other relevant) decision has

been taken. In general, this is no longer than 90 days. This is to allow for the resolution of any disputes or complaints. Disclosure information will only be retained for longer than this period in exceptional circumstances which justify retention for a longer period. The same conditions relating to secure storage and access will apply during any such period.

**3.1.5 Disposal:** Once the retention period has elapsed, we will ensure that Disclosure information is immediately destroyed in a secure manner by shredding. Reality will not keep Disclosure information which is awaiting destruction in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not retain any image or photocopy of any other form of the Disclosure information. We will, however, keep a record of the date of issue of the Disclosure, the name of the subject, the Disclosure type, the position for which the Disclosure was requested, the unique reference number of the Disclosure and details of the recruitment decision taken.

**3.1.6 Umbrella bodies:** Before acting as an Umbrella Body (i.e. a body which countersigns applications for Standard or Enhanced Disclosures on behalf of another organisation), Reality Adventure Works in Scotland Ltd. will take all reasonable steps to ensure that the organisation on whose behalf we are acting can comply with the Code of Practice, and in full accordance with this policy. We will also take all reasonable steps to satisfy ourselves that they will handle, use, store, retain, and dispose of Disclosure information in full compliance with the Code of Practice, and in full accordance with this policy. We will also ensure that any body or individual at whose request applications for Disclosures are countersigned, has such a written policy and, if necessary, will provide a model policy for that body or individual to use or adapt for this purpose.

## **4. Confidentiality and Other Written Information Policy**

4.1 Reality recognises that confidentiality is an emotive issue. It is only by being clear and up front to all parties that Realty can be guaranteed of providing a service that is responsible and trustworthy. Reality recognises that many young people have had their trust broken. Consequently, Realty ensures that it does not repeat this.

### **Practice Notes**

#### **4.2 Storage**

4.2.1 Information about a child, young person, volunteer or employee in whatever form, will be kept to a minimum. However, Reality will ensure that adequate and up-to-date records are kept. Any written material regarding any child, young person, volunteer or employee will be kept in a locked filing cabinet in the Reality office. Access to these files will be restricted to the Project Staff. This is the responsibility of the Project Manager.

4.2.2 Written information kept on each young person would normally only include:  
a) the referral (application) form

- b) supervision notes appropriate background information
- c) befriending record sheets
- d) pre-camp and post-camp visit assessments, evaluation and camp monitoring notes.

#### **4.3 Access - Personal**

- 4.3.1 Where a child, young person, volunteer or employee requires access to written material about himself or herself, then they should approach the Project Manager, who will arrange a mutually suitable time to review the material together.
- 4.3.2 If it is then recognised by all parties concerned that information held is inaccurate, the Project Manager will set up a procedure for suitable revisions or amendments with the written agreements of the parties concerned.
- 4.3.3 If a child, young person, volunteer or employee should disagree about any of the contents of the records, they should first of all speak with the Project Manager to discuss the nature of their disagreement that would endeavour to resolve their concerns. Should this situation still be unsatisfactory, each young person or volunteer would have the right to complain through the Complaints Procedure detailed in the Complaints Policy.

#### **4.4 Access – Third Parties**

- 4.4.1 Any requests for access to this material by a particular service user whether or not such access presents confidentiality issues for others will be dealt with by the Project Manager who will seek written permission by the other service users including the individual concerned.
- 4.4.2 Requests for access to this material by any other non-related agency will similarly need to be dealt by the Project Manager, to receive such agreement in writing by all other relating service users, unless there is a legal and statutory duty to share such information. If this is the case, all such details will be advised to the other relevant agencies eg social workers, families and to the individual concerned.
- 4.4.3 Reality will not make any list of nor divulge any personal contact details of any individuals held on any database or written lists with Reality to any third party.
- 4.4.4 All such requests, written permissions received and denied and any other correspondences to any other matters relating to this access will be stored as above, within the file of the individual.

#### **4.5 Images**

- 4.5.1 Photos or video recordings taken by Reality staff or volunteers of children and young people at camps are with the written permission of the young person and their carer(s).
- 4.5.2 They are used for Reality publicity purposes only for a period of 2 years although the photos may be stored as above for longer to enable the child

or young person to request copies for their own personal use, access to this material being gained by written request as above.

## **5. Confidentiality on Befriending**

- 5.1 All information regarding a particular young person and their family or living circumstances gained by a volunteer shall remain confidential to the project.
- 5.2 Volunteers will only discuss any relevant information with the project workers in the context of supervision, support or training.
- 5.3 Volunteers must not divulge or disclose the identity of a particular young person or family to anyone outside the project.
- 5.4 Reality will not divulge personal details of young people to outside agencies or individuals without the young person's knowledge or consent.

### **Note**

See Befriending Policy and Practice Document, dated January 2008

## **6. Policy on Confidentiality at Camp**

- 6.1 Team Leaders will hold copies of personal information of the young people at camp including confidential relevant background information eg health and family details previously requested from a variety of accredited sources. This is recognised as necessary for them and their team members to be able to care for and manage the various demands of the young people at the camp and as such, is regarded as good practice by their referrers. During the period leading up to and during of the camp, this information is kept in a separate folder, able to be accessed only by the team members on request, being the responsibility of the Team Leader. Team leaders and members sign a Volunteer's Agreement which includes use of any confidential material. After the camp, these information copies will be shredded.
- 6.2 The practice of Reality regarding the disclosure of any further information especially during a camp, is one of 'team confidentiality', i.e no individual team member should withhold information from the Team Leader, no matter how serious that information is.
- 6.3 Whilst a young person may trust a particular individual, it would be both unfair and unhelpful for that leader not to be able to share that information with other colleagues. When a young person discloses information of a personal or sensitive nature, it will be explained to them that because the information is important, the team member has to pass it on. It is usually helpful to ask the young person, that since they trusted that individual with the information in the first place, that they should trust him/her to do whatever they think is best with that information.

- 6.4 It is normal practice to share relevant information with the Social Work Department and referrers.

## 7. Breaches of Confidentiality by Staff

- 7.1 As set out in the Employees Handbook, the following breaches of confidentiality will be regarded as falling within these categories for subsequent action.

- a) **Gross Misconduct** - disclosing to any person, other than the ones specifically authorised or known to be entitled to be entrusted with it, information about the Organisation or its work that is known by the member of staff to be confidential.  
This includes information of a personal nature relating to another employee, volunteer or young person.

Such misconduct is of such a serious nature and which may, in the absence of mitigating circumstances, result in dismissal.

- b) **Misconduct** - breach of confidence not amounting to gross misconduct.

This breach of discipline in the course of employment is not as serious as those described in the paragraph above on the first commission and in the absence of aggravating circumstances would not result in dismissal, but which may result in other disciplinary action as outlined in the Employees Handbook.

## 8. Breaches of Confidentiality by Volunteers

- 8.1 Any such breach during the course of a volunteer's time commitment as set out in their Volunteer's Agreement, would be regarded as a misconduct and would be taken up by the Project Manager.