



ST KATHARINE'S CHURCH SAVERNAKE FOREST - POLICIES AND NOTICES

St. Katharine's PCC
SAVERNAKE FOREST, SN8 3BG



TABLE OF CONTENTS

Data Privacy Notice for The Parochial Church Council (PCC) of St Katharine’s Church, Savernake Forest	2
1. Your personal data – what is it?	2
2. Who are we?	2
3. How do we process your personal data?	2
4. What is the legal basis for processing your personal data?	2
5. Sharing your personal data	2
6. How long do we keep your personal data?	3
7. Your rights and your personal data	3
8. Further processing.....	3
9. Contact Details	3
Safeguarding Policy for The Parochial Church Council (PCC) of St Katharine’s Church, Savernake Forest	4
Policy and Procedures for the use of photographs and video recordings of children, young people and adults at risk of abuse for The Parochial Church Council (PCC) of St Katharine’s Church, Savernake Forest.....	5
Use of photographic material in the parish, including on the internet.....	5
Lettings Policy for The Parochial Church Council (PCC) of St Katharine’s Church, Savernake Forest	6
Definition of a Letting.....	6
Charges for a Letting	6
Management and Administration of Lettings	6
TERMS AND CONDITIONS ^[1] _{SEP} FOR THE HIRE OF THE CHURCH PREMISES	6
Status of the Hirer	6
Behaviour	7
Public Safety	7
Own Risk.....	7
Damage, Loss or Injury	7
Insurance for One-off Lettings	7
Furniture and Fittings	7
Church Equipment.....	7
First Aid Facilities.....	8
Food and Drink	8
Intoxicating Liquor.....	8
Smoking	8
Copyright or Performing Rights.....	8
Sub-letting	8
Right of Access.....	8
Conclusion of the Letting.....	8
Vacation of Premises	8

DATA PRIVACY NOTICE FOR THE PAROCHIAL CHURCH COUNCIL (PCC) OF ST KATHARINE'S CHURCH, SAVERNAKE FOREST

1. YOUR PERSONAL DATA – WHAT IS IT?

Personal data relates to a living individual who can be identified from that data. Identification can be by the information alone or in conjunction with any other information in the data controller's possession or likely to come into such possession. The processing of personal data is governed by the General Data Protection Regulation (GDPR)

2. WHO ARE WE?

The PCC of St Katharine's, Savernake Forest is the data controller (contact details below). This means it decides how your personal data is processed and for what purposes.

3. HOW DO WE PROCESS YOUR PERSONAL DATA?

The PCC of St Katharine's, Savernake Forest complies with its obligations under the GDPR by keeping personal data up to date; by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

We use your personal data for the following purposes: -

- To enable us to provide a voluntary service for the benefit of those using St Katharine's Church, Savernake Forest;
- To fundraise and promote the interests of the church;
- To manage our volunteers (such as the Cleaning and Flower rota, lesson readers);
- To inform you of news, events, activities and services running at St Katharine's (including changes of venue, activities being held in the broader church e.g. the Savernake Team, Pewsey Deanery or Sailisbury Diocese)

Exclusions from this list include:

- Gift Aid – as the yellow envelopes provided include the name, address and signature of the donator this is accepted as permission for the gift aid donation (see below, section 4)
- Electoral role – this is a statutory document and being completing the form to be added to this list permission is therefore granted.
- Baptisms, marriage and funeral records – again these are documents for which permission is granted at the time of completion.

4. WHAT IS THE LEGAL BASIS FOR PROCESSING YOUR PERSONAL DATA?

- Explicit consent of the data subject so that we can keep you informed about news, events, activities and services and keep you informed about diocesan events (as per above).
- Processing is necessary for carrying out legal obligations in relation to Gift Aid or under employment, social security or social protection law, or a collective agreement;
- Processing is carried out by a not-for-profit body with a political, philosophical, religious or trade union aim provided: -
 - the processing relates only to members or former members (or those who have regular contact with it in connection with those purposes); and
 - there is no disclosure to a third party without consent.

5. SHARING YOUR PERSONAL DATA

Your personal data will be treated as strictly confidential. We will only share your data with third parties outside of the parish

with your consent. Those whose details we have the permission to retain have their information kept securely on one central list which is managed and stored on a password protected laptop and not shared.

6. HOW LONG DO WE KEEP YOUR PERSONAL DATA¹?

We keep data in accordance with the guidance set out in the guide “Keep or Bin: Care of Your Parish Records” which is available from the Church of England website [see footnote for link].

Specifically, we retain electoral roll data while it is still current; gift aid declarations and associated paperwork for up to 6 years after the calendar year to which they relate; and parish registers (baptisms, marriages, funerals) permanently.

7. YOUR RIGHTS AND YOUR PERSONAL DATA

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data: -

- The right to request a copy of your personal data which the PCC of St Katharine’s holds about you;
- The right to request that the PCC of St Katharine’s corrects any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary for the PCC of St Katharine’s to retain such data;
- The right to withdraw your consent to the processing at any time
- The right to request that the data controller provide the data subject with his/her personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable) [*Only applies where the processing is based on consent or is necessary for the performance of a contract with the data subject and in either case the data controller processes the data by automated means*].
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to the processing of personal data, (where applicable) [*Only applies where processing is based on legitimate interests (or the performance of a task in the public interest/exercise of official authority); direct marketing and processing for the purposes of scientific/historical research and statistics*]
- The right to lodge a complaint with the Information Commissioners Office.
- In the event of a suspected breach of these rights, you may also contact the PCC should you wish.

8. FURTHER PROCESSING

If we wish to use your personal data for a new purpose, not covered by this Data Protection Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

9. CONTACT DETAILS

¹ Details about retention periods can currently be found in the Record Management Guides located on the Church of England website at: - <https://www.churchofengland.org/more/libraries-and-archives/records-management-guides>

To exercise all relevant rights, queries or complaints please in the first instance contact the PCC Secretary at either rosemary@churchmob.com or 01672 514394.

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF.

SAFEGUARDING POLICY FOR THE PAROCHIAL CHURCH COUNCIL (PCC) OF ST KATHARINE'S CHURCH, SAVERNAKE FOREST

The following policy was agreed at St Katharine's Parochial Church Council (PCC) meeting held on 3 June 2016, and reviewed and revised on 30 March 2017.

1. We are committed to:
 - the care, nurture and respectful pastoral ministry for all children and adults
 - the safeguarding and protection of all children and adults at risk of abuse or neglect
 - the establishing of safe, caring communities which provide a loving environment where there is a culture of 'informed vigilance' as to the dangers of abuse or neglect.
2. We will contribute to the careful selection and training of all those with any responsibility within St Katharine's Church through the Savernake Team's safer recruitment principles.
3. We will respond without delay to every complaint made which suggests that a child or adult may have been subject to abuse or neglect, co-operating with the statutory authorities in any investigation, and we will have a clear reporting procedure in place.
4. We will respond without delay to any disclosure made by a child or adult at risk of abuse or neglect that raises concerns of possible abuse or neglect through reporting it to the PCC Safeguarding Officer or Team Rector who will make a confidential record of the disclosure and either:
 - **seek advice** from the Wiltshire Multi-Agency Safeguarding Hub, the NSPCC or the Diocesan Safeguarding Officer,
 - or **make a referral** to the Wiltshire Multi-Agency Safeguarding Hub.

However, if a child is left alone, or a child or adult at risk of abuse or neglect is in immediate risk of danger, the police or an ambulance should be called immediately.

5. We will seek to challenge any abuse of power, especially by anyone in a position of trust.
6. We will seek to work with anyone who has suffered abuse, developing with him or her an appropriate ministry of informed pastoral care.
7. We will seek to offer pastoral care and support to any member of our church community known to have offended against a child or adult through abuse or neglect.
8. When letting the church to others for events involving children, without their main carers, we will check that those in charge have been vetted and cleared through the Disclosure and Barring Service in accordance with the PCC's Lettings Policy.
9. The PCC aims to protect children and/or adults at risk of abuse and neglect who engage in bell ringing activities at St Katharine's Church by seeking to follow the Central Council of Church Bell Ringers guidance documents:

- 'General Statement on Safeguarding Children in Towers' (SCT), and
- 'Child Protection in Bell Towers'.

10. The PCC will ensure that the Bell Tower captain is made aware of its Safeguarding Policy.

11. The Bell Tower captain is responsible for checking whether any children (aged under 18 years) form part of a visiting Bell Ringing group for the purpose of ringing St Katharine's Church bells. If so, the Bell Tower captain is responsible for checking that those leading / supervising the group have had relevant Disclosure and Barring Service checks, as noted in the SCT statement.

12. A copy of the PCC's Safeguarding Policy will be displayed in the church.

13. The PCC's Safeguarding Representative is:

Rosemary Davies

Savernake Church

Cadley

Marlborough, SN8 4NE

01672514394

POLICY AND PROCEDURES FOR THE USE OF PHOTOGRAPHS AND VIDEO RECORDINGS OF CHILDREN, YOUNG PEOPLE AND ADULTS AT RISK OF ABUSE FOR THE PAROCHIAL CHURCH COUNCIL (PCC) OF ST KATHARINE'S CHURCH, SAVERNAKE FOREST

St Katharine's Parochial Church Council (PCC) recognises that photographs and video recordings are deeply personal and must be used responsibly. The PCC will use the following good practice guidelines from the Diocese of Salisbury for photography or video recording at church events as part of its overall Safeguarding Policy and in line with the General Data Protection Regulations. The PCC will:

- Use the Salisbury Diocese model consent form as a matter of course if running events that require the collection of contact details, permission slips or registration forms.
- Will not give permission for photographs or video recording of any child, young person or adult at risk who has asked not to be photographed or who is under court order (where it is known).
- Will ensure that all children, young people or adults at risk are appropriately dressed when photographed or video recorded.
- At large events, set up photo or video recording opportunities at the end, if required, to allow the performance to go ahead with limited interruption, and to allow any child, young person or adult at risk to take part in the event but not to be photographed or video recorded.
- At services relating to 'life events' such as weddings and baptisms, ensure those being married and parents/guardians of a child, young person or adult at risk are made aware of the PCC's policy and procedures on photos or videoing. Any official or designated photographer must be briefed on photography guidelines before the event.

USE OF PHOTOGRAPHIC MATERIAL IN THE PARISH, INCLUDING ON THE INTERNET

The PCC will regularly review the pages of the St Katharine's Church website so that it remains up to date, effective and safe, and will observe the safeguarding guidelines below:

- Obtain consent as above from parents, guardians or carers before using photographs or video recordings of children, young people or adults at risk on its website. Any picture that raises an objection will be removed at the earliest opportunity.
- Children, young people or adults who may be at risk will not be identified by their full name. No personal details, such as e-mail, postal addresses or telephone numbers of children, young people or adults will be published.
- Ensure that the person managing the website understands that image files must be appropriately named and do not use the names of children, young people or adults who may be at risk in image filenames or Alt tags.
- Will only use images of children, young persons or adults at risk in suitable dress.
- The use of inappropriate images will be reported through the standard procedures (statutory authorities and Diocesan Safeguarding Adviser) to reduce the risks to children, young people or vulnerable adults.

This Policy and Procedures were adopted by St Katharine's PCC at its meeting on
15/11/2018

LETTINGS POLICY FOR THE PAROCHIAL CHURCH COUNCIL (PCC) OF ST KATHARINE'S CHURCH, SAVERNAKE FOREST

The PCC regards the church premises as a community asset and will make every reasonable effort to enable them to be used as much as possible, when not in use for church services or other church activities.

The PCC may make a charge to meet the additional costs incurred by the PCC in respect of any lettings of the premises. Any charges will be determined on a case by case basis.

DEFINITION OF A LETTING

A letting may be defined as 'any use of the church premises (building and churchyard) by either a voluntary group (such as another church's PCC for an 'away day'), or individual (such as use of the Long Room following a baptism, marriage or funeral services).

Use of the premises for activities such as PCC meetings, and events that come under the organisation of the PCC (including fund-raising events and special celebrations) fall within church life and under the PCC's liability insurance. Costs arising from these uses are therefore a legitimate charge to the PCC's budget.

CHARGES FOR A LETTING

The PCC's Standing Committee is responsible for setting charges, (if any) for the letting of the church premises. A charge will be levied which can cover the following costs, for example, heating, lighting and cleaning, as appropriate.

MANAGEMENT AND ADMINISTRATION OF LETTINGS

The PCC's Standing Committee is responsible for the management of lettings, in accordance with the PCC's policy. Where appropriate, the Standing Committee may delegate all or part of this responsibility whilst still retaining overall responsibility for the lettings process.

TERMS AND CONDITIONS^[1]_[SEP] FOR THE HIRE OF THE CHURCH PREMISES

All terms and conditions set out below must be adhered to. The 'Hirer' shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting.

STATUS OF THE HIRER

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the church premises to them or of creating any tenancy between the PCC and the Hirer.

Persons may have to provide, at the discretion of the Standing Committee, a Disclosure and Barring Service (DBS) check. If a particular letting involves contact with children who are not accompanied by their principal carers, and/or vulnerable adults, all personnel involved must hold a DBS check without exception. Assurances that these checks have been undertaken must be made by prior to any agreed letting arrangement with the Standing Committee's representative.

BEHAVIOUR

The Hirer shall be responsible for ensuring the preservation of good order and conduct for the full duration of the letting and until the premises are vacated, giving due consideration to the premises being a place of worship, that the bereaved may be visiting the churchyard and that the churchyard is consecrated ground.

PUBLIC SAFETY

The Hirer must undertake a risk assessment prior to use of the premises by any persons, including children and/or vulnerable adults.

The Hirer shall be responsible for knowing the location of fire exits and making these known to persons attending the event, and for keeping clear all passages and exits. The Hirer must have determined in advance where the assembly point shall in in the event of an emergency. The Hirer must have immediate access to children's and vulnerable adults' emergency contact details, and must have the use of a mobile phone, having checked signal availability in advance. Hirers are responsible for familiarising themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

OWN RISK

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

DAMAGE, LOSS OR INJURY

The Hirer must have appropriate public liability insurance in place. This must cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

INSURANCE FOR ONE-OFF LETTINGS

Individuals are expected to have appropriate insurance in place for one off lettings and must provide evidence of this. The minimum acceptable limit of liability should be £5m. This does not apply to use by individuals for events connected to church activities that are covered by the PCC's insurance.

The PCC will not be responsible for any injury to persons or damage to property arising out of the letting of the premises.

FURNITURE AND FITTINGS

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the church fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

CHURCH EQUIPMENT

This can only be used if requested and agreed in advance, for example, kitchen equipment, the church organ. The Hirer is liable for any damage, loss or theft of church equipment they are using, and for the equipment's safe and appropriate use.

FIRST AID FACILITIES

The PCC does not provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of appropriately trained first aid personnel, and the provision of a first aid kit.

FOOD AND DRINK

No food or drink may be prepared on the property without the direct permission of the PCC's Standing Committee, in line with current food-hygiene regulations. All litter must be placed in the bins provided.

INTOXICATING LIQUOR

No intoxicants shall be brought on to or consumed on any part of the premises without prior permission.

SMOKING

The whole of the church building is a non-smoking area, and smoking is not permitted. This includes the use of e-cigarettes.

COPYRIGHT OR PERFORMING RIGHTS

The Hirer shall not infringe any copyright or performing right.

SUB-LETTING

The Hirer shall not sub-let the premises to another person.

RIGHT OF ACCESS

The PCC reserves the right of access to the premises during any letting, and members of the Standing Committee may monitor activities from time to time.

CONCLUSION OF THE LETTING

The Hirer shall, at the end of the letting period, leave the accommodation in a reasonably clean and tidy condition, with all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

VACATION OF PREMISES

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children and/or vulnerable adults taking part in an activity until they are collected by a responsible adult.

Review date: June 2017