

HACKNEY CHINESE COMMUNITY SERVICES ASSOCIATION LTD

POLICY AND PROCEDURES MANUAL

2025

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Equality and Diversity Policies

1. Introduction

- 1.1. Hackney Chinese Community Services Association Ltd is committed to promoting equal opportunities in employment. You and any job applicants will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (Protected Characteristics).
- 1.2. This policy sets out our approach to equal opportunities and the avoidance of discrimination at work. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment.
- 1.3. The Manager is responsible for this policy and any necessary training on equal opportunities. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. Anti-Discrimination

1. You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts, and on work-related trips or events including social events).
2. The following forms of discrimination are prohibited under this policy and are unlawful:
 - a) **Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
 - b) **Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others, and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.
 - c) **Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
 - d) **Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.

- e) **Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

3. Recruitment and Selection

- 3.1. Recruitment, promotion, and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 3.2. Vacancies should generally be advertised to a diverse section of the labour market. Advertisements should avoid stereotyping or using wording that may discourage particular groups from applying.
- 3.3. Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 3.4. Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

4. Disabilities

- 4.1. If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

5. Part-Time And Fixed-Term Work

- 5.1. Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate) unless different treatment is justified.

6. Breaches Of This Policy

- 6.1. We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Grievance Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 6.2. If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure. Complaints will be treated in confidence and investigated as appropriate.

- 6.3. You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Grievance Procedure.

Health and Safety Policy

1. Introduction

- 1.1. This policy sets out the intent, responsibilities, and arrangements for health and safety matters at the Hackney Chinese Community Services Association Ltd ('HCCSA').

2. Statement of Intent

- 2.1. The trustees and management of HCCSA recognise the Company's responsibility to provide a safe and healthy workplace to safeguard employees and any other person who may be affected by HCCSA activities. HCCSA will therefore take all appropriate steps necessary to meet this responsibility, paying, so far as is reasonably practicable, attention to the following:

- a) Preventing accidents and work-related ill health;
- b) Managing health and safety risks in our workplace
- c) Providing clear instructions and information, and adequate training, to ensure employees and volunteers are competent to do their work;
- d) Providing personal protective equipment;
- e) Consult with our employees on matters affecting their health and safety
- f) Ensuring safe handling and use of substances and food;
- g) Maintaining safe and healthy working conditions,
- h) Implementing emergency procedures – evacuation in case of fire or other significant incidents;
- i) Reviewing and revising this policy regularly.

- 2.2. The trustees and management of HCCSA is aware that the relevant legislation and regulations include:

- a) The Health and Safety at Work Act 1974
- b) Health and Safety (First Aid) Regulations 1981
- c) The regulation regarding The Reporting of injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013
- d) The Control of Substances Hazardous to Health Regulations (COSHH) 2002
- e) Manual Handling Operations Regulations 1992

- f) Electricity at Work Regulations 1989
- g) The Health and Safety (Consultation with Employees) Regulations 1996

2.3. That the Health and Safety at Work Act 1974 stresses:

- a) That employers should provide a safe and healthy workplace;
- b) There should be an absence of risk in all procedures;
- c) The handling, storage and transport of articles and substances should be carried out in a risk-free manner.

2.4. That the employer's responsibilities include: -

- a) To provide information, instruction, sufficient training and supervision to avoid hazards.

2.5. That employees' responsibilities are:

- a) To have reasonable care for their own safety and the safety of others;
- b) To co-operate with the employer on health and safety matters.
- c) Intentional or reckless misuse of anything provided by the employer must not take place.

2.6. That information which needs to be held by the HCCSA includes:

- a) Details of the guidelines on Control of Substances Hazardous to Health Regulations (COSHH) 1994;
- b) An employer's liability certificate;
- c) A poster detailing the terms and conditions of the Health and Safety at Work Act 1974 displayed prominently in the office;
- d) First Aid Manual;
- e) Information relating to the fire procedure/fire log including a record of the testing and maintenance of fire alarms and the evacuation procedures which have been agreed.

2.7. That records to be held at the HCCSA are as follows:

- a) HMSO Accident Book;
- b) The results of risk assessments;

- c) A record of any essential maintenance or testing of equipment used (such as fire extinguishers)(Checks on such equipment should form part of risk assessment);
- d) A written record of first aid training undertaken plus any certificates held;
- e) A record of the results of any health surveillance records carried out in accordance with the COSHH regulations;
- f) A record of any controls that have been implemented as result of any assessments or checks carried out;
- g) Food Handling and Hygiene Certificate.

2.8. The employees are ensured that they know what to do if prevention measures fail and subsequent accidents occur.

2.9. All employees are expected to have read and be familiar with our Health and Safety Policy set out in the HCCSA Policy Manual.

3. Responsibilities for health and safety

3.1. Overall and final responsibility for health and safety:

3.1.1. The Chairperson of HCCSA will have overall and final responsibility for Health and Safety matters within his/her control on behalf of the elected committee members, manage health and safety within HCCSA.

3.1.2. The HCCSA manager will be the Lead Officer for Health and Safety matters.

3.1.3. In consultation (where necessary) with elected committee members and the health and safety lead officer, the chairperson will take all reasonable steps to ensure that:

- a) Appropriate financial resources are allocated to ensure HCCSA can meet the health and safety standards necessary within the areas they manage, so that HCCSA may comply with its overall charitable responsibilities;
- b) The Health and Safety Lead Officer understands and accepts the responsibilities for health and safety and on behalf of the Chairperson and committee to administer and supervise as is appropriate safe working arrangement and practices;
- c) The Health and Safety Lead Officer ensures that all necessary risk assessments, as prescribed by the Management of Health and Safety at Work Regulations, are carried out and that the significant findings are recorded;
- d) The Health and Safety Lead Officer ensures that any necessary written policies and arrangements or instructions are produced, and as necessary issued to relevant staff members;

- e) The Health and Safety Lead Officer ensures that all staff and volunteers receive appropriate health and safety training to enable them to carry out their responsibilities without risks to themselves or other persons who may be affected by their activities.
- f) In order to assist the Chairperson in managing health and safety within HCCSA, appropriate structured health and safety audits will be carried out to ensure appropriate standards and legislative requirement are met.

3.2. Day to day responsibility for health and safety

- 3.2.1. Management has overall day to day responsibilities for the areas of work and employees within their control for health and safety matters in such areas within the limitations of their existing managerial/supervisory responsibilities. Where exceptions to this general rule exists, they will be specified and noted to all concerned.
- 3.2.2. It will be the responsibility of both management and employees alike to advise the Manager of any instance which prevents them from carrying out their responsibilities concerned with this health and safety policy document.
- 3.2.3. The Manager acts as the Health and Safety lead officer to oversee the day-to-day responsibility for ensuring this policy is put into practice.
- 3.2.4. To ensure health and safety standards are maintained/improved, the following people have responsibility in the following areas:

Persons	Responsible areas
Senior Management	Safety risk assessments, consulting employees, accidents, first aid, and work-related ill health.
Operation Manager	Monitoring, accident, and ill-health investigation, emergency procedures, fire and evacuation, information, instruction, and supervision.
Senior Management	Maintenance of equipment

4. Arrangements for health and safety

4.1. The Chairperson

- a) Shall have ultimate responsibility within HCCSA for the effective implementation of this health and safety policy document, as it affects the health and safety of employees and visitors;

- b) Shall ensure that adequate financial resources, personnel and materials are available to meet all requirements of health and safety legislation;
- c) Shall be responsible for the development and implementation of the Health and Safety Management programme;
- d) Will monitor the effectiveness of this policy document and ensure that necessary changes are made;
- e) Shall ensure the provision of adequate safety training for all employees;
- f) Shall appoint a Health and Safety Lead Officer from amongst their staff;
- g) Shall ensure that provision is made for all accidents and dangerous occurrences to be reported, recorded, investigated and reviewed to enable corrective measures to be undertaken;
- h) Is responsible for ensuring that health and safety responsibilities are properly assigned and accepted at all levels throughout the services;
- i) Will ensure that arrangements are made for a copy of this policy document to be given to all existing and future employees of the services;
- j) Will ensure an effective communication with Health and Safety lead officer and core line managers on all matters associated with the health and safety of employees.

4.2. The Health and Safety Lead Officer

- a) Shall be accountable to the Chairperson of HCCSA as appropriate for the effective implementation of this policy document, within the area of work(s) for which they have responsibility;
- b) Shall assist the chairperson of HCCSA in the development and implementation of the areas Health and Safety Management programme;
- c) Shall ensure that all staff within the area of work(s) for which they have responsibility understand this policy document and their duties under it and are made aware of relevant health and safety Acts and Regulations;
- d) Shall constantly monitor the health and safety training needs of employees within the areas of work(s) for which they have responsibility;
- e) Shall ensure an effective communication on all matters associated with health and safety, ensuring that the recommendations of such are undertaken;
- f) Ensure that advice is sought on proposed purchases of new plant, equipment and or substances with a view to health and safety guidance on such;

- g) Shall keep themselves informed of accidents and dangerous occurrences relative to the employees within the area of work(s) under their control and the action required to prevent a recurrence;
- h) Shall make arrangement for the dissemination of health and safety information to all relevant employees.

4.3. Employees, Volunteers

4.3.1. All employees, volunteers and members are responsible for:

- a) Complying with the requirements of HCCSA's health and safety policy;
- b) Taking responsibility for their own health and safety and that of others affected by their acts or omissions;
- c) Cooperating with management on health and safety matters;
- d) Using work equipment and substances in accordance with instructions and training received;
- e) Not intentionally interfering with anything provided to safeguard their health and safety;
- f) Reporting to management any health and safety matters which could present serious or imminent danger to themselves or others.

4.3.2. Serious or intentional breaches of HCCSA's health and safety policy could possibly result in disciplinary action being taken.

4.3.3. This section outlines the procedures to be adopted for the safety, health and welfare of employees and volunteers.

4.3.4. All such rules and procedures adopted in this policy document will be monitored and from time to time revised in the light of new legislation, technology, etc, by management in consultation with employee representatives and Health and Safety Lead Officer.

4.3.5. Management, in conjunction with Health and Safety Lead Officer will review and monitor all operations and associated activities conducted by the inspections and annual audits.

4.3.6. Assessments will be undertaken on all service activities and where a significant risk to the health and safety of either members of staff or other persons are identified, details on how such risks are to be controlled will drawn up.

4.3.7. Control measures will be discussed with staff representatives before being brought to the attention of all members of staff who may be affected by the activities.

4.4. Assessment procedures

- 4.4.1. The Health and Safety Lead Officer will conduct an initial observation of all operation in progress at many locations using the HCCSA assessment form checklist identifying potential hazards and recording the findings.
- 4.4.2. Discussions with workplace representatives will take place to determine the adequacy of identified control measures.
- 4.4.3. From the initial assessment and such discussions, a safe system of work will be developed and brought to the attention of all staff involved with, if necessary, training being arranged.

4.5. Accident Reporting and Investigation

- 4.5.1. All accidents sustained at work, however minor, must be reported to management, whether personal injury is sustained or not. If an injury is sustained and the injured person cannot report it themselves then it should be done by a work colleague or by the injured person as soon as it is reasonably practicable.
- 4.5.2. Where an incident results in an injury being sustained an entry must be made into the Accident Book, which is kept in a specified place in the office and will be reported to staff through appropriate arrangements, by either the injured person or the person to whom the injury has been reported.
- 4.5.3. If the injured person fails to resume work the day after that of the incident or attends hospital as a result of the incident, then the line manager must complete a HCCSA Internal Accident Report Form.
- 4.5.4. Should the injured person fail to return to work after 3 days then management must complete a **F2508 FORM** sending it to the enforcing authority – **Health and Safety Executive (HSE)**.
- 4.5.5. If the injuries sustained fall into one of the following categories, then HCCSA's Health and Safety Lead Officer and the Health and Safety Officer of the local council (Hackney) must be informed.
 - a) Fatality;
 - b) Any fracture, other than one to the fingers, thumbs or toes;
 - c) Any amputation;
 - d) Dislocation of the shoulder, hip, knee or spine;
 - e) Loss of sight whether;
 - f) A chemical, hot mental burn or any penetrating injury to the eye;

- g) Any injury resulting from an electric shock or electrical burn (including one caused by arcing or arcing products) which lead to unconsciousness, requiring resuscitation or admittance to hospital for more than 24 hours;
- h) Any other injury leading to hypothermia, heat-induced illness, unconsciousness, requiring resuscitation or admittance to hospital for more than 24 hours;
- i) Loss of consciousness caused by asphyxia, exposure to a harmful substance or biological agent;
- j) Acute illness requiring medical treatment or loss of consciousness as a result from the absorption of any substance by inhalation, ingestion or through the skin;
- k) Acute illness requiring medical treatment where there is reason to believe that this is the result of exposure to biological agents, their toxins or infected materials.

4.5.6. The following incidents, whether injury is sustained or not, should also be reported to the Health and Safety Lead Officer immediately:

- a) A person falling from a height of 1.8M or above;
- b) Any incident involving a boiler, highly inflammable liquid or compressed gas cylinder;
- c) Any incident involving a live electrical supply cable;
- d) Any incident involving the use of mechanical plant which results in personal injury, damage to property or plant;

4.5.7. Accidents to persons other than employees or volunteers, e.g. members of HCCSA. caused by works being undertaken, or whilst on HCCSA premise must also be reported to management or their representative, as soon as possible.

4.5.8. Every effort will made by the Health and Safety Officer to determine the cause of all accidents or incidents involving employees whilst at work and, when necessary, in conjunction with Health and Safety Officer of the local council (Hackney), to rectify such matters.

4.5.9. Where the accidents are of a more serious nature, i.e. falls under one of the areas listed above, the Health and Safety Lead Officer of HCCSA and the Health and Safety Lead Officer of the local council (Hackney) must be immediately informed. A formal investigation will take place, and will be concluded with a report, identifying the contributory causes and recommended corrective actions, prepared for the Chairperson of HCCSA.

4.6. Complaints

4.6.1. Any employee who has reason to believe that a health and safety hazard exists within their workplace, should in the first instance inform the Manager.

- 4.6.2. Issues that cannot be resolved should be referred to the Chairperson of HCCSA.
- 4.7. Contractors
 - 4.7.1. Every contractor will have full responsibility for complying with HCCSA health and safety policy.
 - 4.7.2. Contractors will be made aware of the HCCSA health and safety policy applicable to their contractual undertaking, and they shall be required to nominate a representative who will be responsible for ensuring compliance with such rules and procedures, with respect to their working methods.
 - 4.7.3. Before HCCSA engages with any contractor, they will be required to submit their full Health and Safety Policy.
- 4.8. Control of Substances Hazardous to Health (COSHH)
 - 4.8.1. Arrangements will be made by management to effectively screen the potential risks to the health of all employees, volunteers, members and others who may be affected by operations and substances used. Substances known to be or suspected to be carcinogenic, mutagenic or otherwise having a potential to cause risk will not be used where a suitable and or viable alternative exists.
 - 4.8.2. The assessment procedure shall identify the control measures that will need to be employed for the safe and correct use of the product(s). These control measures will be recorded on relevant assessment forms. Each form will be given a distinctive registration number relating to the substance or process being assessed. A full list of relevant completed assessments will be held by all levels of management and copies of these assessments shall be given to employees when necessary.
 - 4.8.3. Assessments will be reviewed either when there are reasons to believe that they are no longer suitable i.e. through change in work method or as and when new information on a product, substance or operation becomes available.
- 4.9. Display Screen Equipment
 - 4.9.1. HCCSA recognises its responsibility to ensure the well-being of workers who habitually use Display Screen Equipment (DSE) for a significant part of their normal work. All staff and volunteers are advised to ensure that they take a five-minute break from the DSE at least once an hour and are advised that, if they experience vision defects or other discomfort that they believe may be wholly or in part a consequence of their use of such equipment, that they have the right to eye-test at HCCSA's expense.
- 4.10. Emergency Procedures
 - 4.10.1. Fire and Evacuation
 - a) HCCSA will ensure that robust procedures are in place on premise and will ensure that:

- b) All occupants can be safely evacuated;
- c) Fire Risk Assessments are conducted annually and whenever there are significant changes to buildings, activities or arrangements, with any identified issues actioned promptly;
- d) Escape routes are checked by designated staff, daily;
- e) Assistance equipment (e.g. Evac-Chairs) are provided and maintained, with appointed staff trained in their use;
- f) Personal Emergency Evacuation Plans (PEEPs) are developed for staff, volunteers and members where required;
- g) Fire extinguishers are maintained and checked by designated staff monthly and an External Contractor yearly;
- h) The fire panels are inspected and tested by a competent person in accordance with BS5839 standards;
- i) Alarms are tested weekly;
- j) Emergency evacuations are tested at least twice per year;
- k) Staff and volunteers are suitably trained in fire evacuation procedures.

4.10.2. Injuries and Ill-health

- a) Arrangements for managing suspected or confirmed COVID-19 cases are documented separately;
- b) First Aid supplies are provided on premises;
- c) All accidents, injuries and cases of ill-health are recorded on an Accident Report form and provided to the Health and Safety Lead Officer, to record and investigate if necessary;
- d) Any serious accident which results in fatality or serious injury to employees, volunteers or the public, or any Dangerous Occurrence as listed in Schedule 2 of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR), will be reported immediately to the Health and Safety Lead Officer, who will ensure the necessary actions are taken and the required reporting procedures followed.

4.10.3. Bomb Warnings

4.10.3.1. If you receive a warning try to find out:

- a) The approximate location of the bomb and likely time of detonation;

- b) Whether the police and fire brigade have been notified;
- c) Try to record exactly what is said.

4.10.3.2. Notify the police immediately on 999. Do not sound the fire alarm, but evacuate the building taking into consideration any information from the bomb warning.

4.10.4. Electricity at work

4.10.4.1. All electrical equipment used within HCCSA will be formally tested and examined by a competent and a suitably experienced person at regular intervals in accordance with either the following schedule or manufactures recommendations; with records of such test and examination being kept.

4.10.4.2. Formal visual inspections on all electrical equipment shall be conducted at regular intervals in accordance with either the following schedule or manufactures recommendations, with records of such test and examination being kept.

4.10.5. First aid

4.10.5.1. An adequate number of First Aid boxes of the appropriate size for the numbers of staff working within HCCSA premises will be located at suitable and readily accessible points. It shall be the responsibility of the trained First Aider(s) to ensure that the contents of each box are maintained.

4.10.5.2. Within HCCSA premises notice(s) will be displayed, giving details of the location(s) of the First Aid boxes and the names of trained First Aider(s). All employees and volunteers must ensure that they are aware of this information.

4.10.6. Food Hygiene

4.10.6.1. When handling or preparing food, all staff and volunteers need to follow specific hygiene requirements:

- a) Regularly wash hands before and during food preparation and especially after using the lavatory;
- b) Inform management or representative of any skin, nose , throat or bowel problem;
- c) Ensure cuts or sores are covered with correct waterproof dressings;
- d) Keep clean and wear clean clothing;
- e) Not to smoke in a food room (Smoking in a food room is illegal);
- f) Never cough or sneeze over food;

- g) Keep all equipment and surfaces clean;
- h) Prepare raw and cooked food in separate areas;
- i) Keep perishable food covered and either refrigerated (less than 8 degrees) or piping hot (above 63 degrees);
- j) Ensure waste food is disposed of properly – keep the lid on rubbish bins and wash hands after putting waste in bins;
- k) Inform management of any defects or concerns regarding the facilities – e.g. uncleanliness, refrigeration malfunction, cracked food preparation surfaces.

4.10.7. Hygiene and Waste Disposal

4.10.7.1. Facilities for the disposal of waste materials must be kept in a clean and hygienic condition. Waste must be disposed of in an appropriate manner and in accordance with any special instructions relating to the material concerned.

4.10.8. Manual Handling Operations

4.10.8.1. Where the need to manually handle a load (pick up, put down, carry, pull, push) cannot be avoided, management will make arrangements in conjunction with the Health and Safety Lead Officer of HCCSA where necessary, for an assessment of the operation to be conducted. The assessment process will take account of the load to be handled, the task at hand, the working environment and the capability of the individual carrying out the operation. Assessments will identify the degree of risk and the necessary control measures recommend remedial action. All such assessment shall be brought to the attention of all employees concerned.

4.10.8.2. Information, instruction and training where appropriate and or necessary, shall be given to employees. Employees must make full and proper use of mechanical lifting aids provided.

4.10.9. Office Safety

4.10.9.1. Environmental issues such as heating, poor lighting levels and ventilation may also have an impact on the well being of staff. The following advice should be followed to avoid injury.

- a) Repairs to electrical equipment (fuses to plugs, loose or broken connections, etc.) must only be undertaken by trained/competent persons. Broken, damaged and faulty equipment must be reported to management;
- b) Do not allow electrical flexes/cables/leads or phone cables to be left in such a position so as to cause a hazard to other office users;
- c) Where practicable all electrical equipment should be switched off after use and plugs removed from the sockets at the end of the day.

- d) Under no circumstances must chairs, boxes, etc. be used to gain height to reach files. Step ladders or step stools must be used.
- e) Furniture, such as desks and filing cabinets, should not be placed in such positions that they cause an obstruction to doors, windows, walkways, etc.
- f) Files and boxes should only be stored in designated areas within the office and must never be allowed to infringe into walkways, fire escape routes.
- g) Damage or broken furniture (including damaged floor coverings, etc.) or other office equipment must not be used and must be reported to management.
- h) Broken glass must never be placed directly into waste bins. It should first be placed into a box or wrapped in several layers of paper before being placed into the waste bin.

5. Provision and Use of Work Equipment

- 5.1.** All equipment supplied for use by HCCSA will be suitable for its intended purpose and shall be maintained in good working order with records of maintenance being kept.
- 5.2.** All pieces of equipment which require guards, will be fitted with such and operators will make full and proper use of them. All operating controls including emergency stop controls where required, shall be clearly marked.
- 5.3.** Full and adequate information, instruction, training and supervision will be provided to staff before being required to work with new or unfamiliar equipment.
- 5.4.** All equipment used with HCCSA shall be serviced/maintained on an annual basis or at such time periods as specified by the manufactures. Faulty equipment must not be used and the fault notified to line management. Such equipment must have a sign attached to it indicating that it is out of service.

6. Protective Clothing

- 6.1.** Suitable protective clothing and equipment shall be made available to all staff and volunteers, when engaged in activities that represent a risk of personal injury, where such risk cannot be eliminated by other means.
- 6.2.** Where specialist clothing or equipment is required, its type and specification shall be determined through an assessment procedure and shall be compatible with each other.
- 6.3.** All staff and volunteers should ensure that where provided, all such protective clothing and equipment is worn, used and stored correctly and that damage or loss is reported.

7. Staff Welfare

- 7.1. Suitable facilities in the form of adequately equipped WC, and for washing, eating and cloths storage, complying with the requirements of the Work Place Health, Safety and Welfare Regulations 1992, shall be provided if possible.

8. Staff Training

- 8.1. There is a legal requirement to provide health and safety training to employees.
- 8.2. Consider specific training needs of:
- a) New recruits – HCCS’s induction process provides basic training on how to work safely including arrangements for First Aid, Fire and Evacuation;
 - b) Existing staff or volunteers who have changed jobs or taken on extra responsibilities and need to know about any new health and safety implications;
 - c) Inexperienced employees or volunteers;
 - d) People who might need refresher health and safety training.
- 8.3. The risk assessment process should identify any further training needs associated with specific risks.
- 8.4. To fulfil this legal requirement, HCCSA will decide what health and safety training the organisation needs, agree training priorities, choose the method of training and resources, deliver training and check what training has worked. #
- 8.5. A record of all health and safety training carried out should be logged in individual training logs.

9. Violence to Staff

- 9.1. The items in the following list may all be classed as acts of violence towards a member of staff: physical abuse, verbal abuse, threatening behaviour, aggressive attitude, sexual & racial harassment and vandalism of either personal or HCCSA property from a member of staff, a work colleague or a member of the public.
- 9.2. Should any of the above incidents occur you must report the matter to the manager as soon as is possible.
- 9.3. When reported, the manager must:
- a) Arrange for any medical needs that the individual may have. This may include anything from simple first aid to attendance at hospital to arranging counselling.
 - b) Decide if it is necessary to inform the police of the incident. This should be done in consultation with manager/chairperson. If it is necessary to attend the police station ensure that the individual is accompanied, either by yourself or a work colleague.

- c) Get them or assist them, as soon as is possible, to complete an assault report form. Copies of the form must be sent to manager/chairperson and;
 - d) The manager must also complete an internal accident/incident report form in cases of physical assault following the procedure detailed within this policy document.
- 9.4.** If the incident involves a work colleague, it may be necessary to find one or the other a temporary position away from the environment until an investigation is concluded. Advice should be sought from the Manager/Chairperson.

10. Visitors

- 10.1.** The management accepts, so far as is reasonably practicable, its responsibilities for the health, safety and welfare of all visitors to any/all premises under the control of HCCSA.

Reference:

This policy is modelled on the sample policy recommended by the National Council of Voluntary Organisations (NCVO) who in turn recommends the sample policy of the Health and Safety Executive. <https://www.ncvo.org.uk/policy-and-research>

Health and Safety Policy

Appendix: Risk Assessment Template

Company name:

Assessment carried out by:

Date assessment was carried out:

Date of next review:

What are the hazards?	Who might be harmed and how?	What are you already doing to	What further action do you need to take to control the	Who needs to carry out the	When is the action needed by?	Completed?

More information on managing risk: www.hse.gov.uk/simple-health-safety/risk/

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Safeguarding Policy

1. Introduction

- 1.1. Hackney Chinese Community Services Association Ltd ('HCCSA') committed to providing a safe and supported environment to service users.
- 1.2. This Policy sets out how to monitor, record and escalate any concerns that staff may have or receive about the welfare and safety of service users, volunteers, and staff.
- 1.3. This Policy is an essential resource that all staff and volunteers need to be aware of and fully understand during their day-to-day involvement with service users and others.

2. Summary of Child Abuse

- 2.1. Abuse is a violation on an individual's human and civil rights by a person or persons.

2.2. Physical Abuse

- 2.2.1. Physical abuse may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating, or otherwise causing physical harm to a child. Physical harm may also be caused when a service user fabricates the symptoms of, or deliberately induces or causes ill health to a child whom they are looking after. This situation is called Induced Fabrication Illness by a service user (formerly known as Munchausen's by proxy).

2.3. Emotional Abuse

- 2.3.1. Emotional abuse is the persistent emotional maltreatment of a child such as to cause severe and persistent adverse effects on the child's emotional development. It may involve conveying to children that they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person. It may feature age or developmentally inappropriate expectations being imposed on children. It may involve causing children frequently to feel frightened or in danger, or the exploitation or corruption of children. Witnessing the harm of another person, such as in the case of domestic violence, is a form of emotional abuse. Some level of emotional abuse is involved in all types of ill treatment of a child, though it may occur alone.

2.4. Sexual Abuse & Sexual Exploitation

- 2.4.1. Sexual abuse involves forcing or enticing a child or young person to take part in sexual activities, including sexual exploitation, whether or not the child is aware of what is happening, and whether it is for money or reward or not. The activities may involve physical contact, including penetrative contact (e.g. rape and buggery) or non-penetrative acts. They may include non-contact activities, such as involving children in seeing or receiving or sending sexually suggestive emails or text-

messages, or inappropriate behaviour in Internet chat rooms, involving children looking at, or in the production of, pornographic material of watching sexual activities, or encouraging children to behave in sexually inappropriate ways.

2.5. **Neglect**

2.5.1. Neglect is the persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development. Neglect may occur as a result of maternal substance abuse during pregnancy. Once a child is born, neglect may involve a parent or carer failing to provide adequate food, shelter and clothing, failing to protect a child from physical harm or danger, failure to ensure adequate supervision including the use of inadequate care-givers, or the failure to ensure access to appropriate medical care or treatment. It may also include neglect of, or unresponsiveness to, a child's basic emotional needs.

2.6. **Abuse of Disabled Children**

2.6.1. Disabled children are at increased risk of abuse and those with multiple disabilities are at even more significant risk both of abuse and neglect. Parents of disabled children may experience multiple stresses. This group of children may be particularly vulnerable to abuse for a number of reasons including:

- a) Having fewer social contacts than other children
- b) Receiving intimate personal care from a larger number of carers
- c) Having an impaired capacity to understand what they are experiencing is abuse or to challenge the abuser
- d) Having communication difficulties resulting in difficulties in telling people what is happening
- e) Being reluctant to complain for fear of losing services
- f) Being particularly vulnerable to bullying or intimidation
- g) Being more vulnerable to abuse by peers than other children

2.7. **Disability** is defined as:

- a) A major physical impairment, severe illness and/or a moderate to severe learning difficulty
- b) An ongoing high level of dependency on others for personal care and the meeting of other basic needs

2.8. **Bullying**

2.8.1. Bullying may be defined as deliberately hurtful behaviour, usually repeated over a period of time, where it is difficult for those bullied to defend themselves. It can take many forms, but the three main types are physical (e.g. hitting, kicking, theft), verbal (e.g. racist or homophobic remarks, threats, name calling) and emotional (e.g. isolating an individual from the activities and social acceptance of their peer group). There is increasing use of new technologies as a tool for bullying and such incidents should be taken seriously.

2.9. **Self-Harming Behaviour**

2.9.1. Children and young people who harm or attempt to harm themselves should be taken seriously. The self-harming behaviour in itself may cause impairment of the child's health or development and in some circumstances present significant harm or the risk of significant harm.

2.9.2. Self-harming behaviour may also arise alongside eating disorders and/or drug misuse.

2.10. **Female Genital Mutilation (FGM)**

2.10.1. Female genital mutilation is a collective term for procedures that include the removal of part or all of the external female genitalia for cultural or other non-therapeutic reasons. The practice is medically unnecessary, extremely painful and has serious physical and mental health consequences both at the time and in later life. The procedure is typically performed on girls of 4 - 13 years but may be performed on newborn babies or on young women. FGM can result in death.

2.10.2. FGM is a criminal offence (Prohibition of Female Circumcision Act 2003). Under the act it is an offence to arrange, procure, aid or abet female genital mutilation. Parents/carers may be liable under this act. It is also an offence to allow the procedure to be undertaken in another country. Where agencies become aware that a girl is at risk of FGM a referral should be made to Children's Social Care.

2.11. **Domestic Violence as Abuse**

2.11.1. Domestic Violence is defined by the Home Office as: 'Any incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults who are or have been intimate partners or family members, regardless of gender or sexuality. This includes issues of concern to black and minority ethnic (BME) communities such as so called 'honour killings'.

2.11.2. The term domestic violence is used to include any form of physical, sexual or emotional abuse between people in a close relationship. It can take a number of forms such as physical assault, sexual abuse, rape, threats and intimidation. It may be accompanied by other kinds of intimidation such as degradation, mental and verbal abuse, humiliation, deprivation, systematic criticism and belittling. The term domestic violence includes the term domestic abuse.

2.12. **Forced Marriage**

2.12.1. A forced marriage is one that is conducted without the full consent of both parties and where duress is a factor. Forced marriage can amount to sexual and emotional abuse and put children or adults at risk of physical abuse. In circumstances where there are concerns that someone is at imminent risk of a forced marriage urgent referrals should be made to Children's/Adults' Social Care. In the case of a young person at risk of forced marriage it is likely that an initial discussion with the parent, carer, or other community member may significantly increase the level of risk to the young person.

2.13. **Internet Harm**

2.13.1. Sexual exploitation (see above) also includes non-contact activities, such as involving children in seeing or receiving or sending sexually suggestive emails or text-messages, or inappropriate behaviour in Internet chat rooms, involving children looking at, or in the production of, pornographic material or watching sexual activities, or encouraging children to behave in sexually inappropriate ways.

2.14. **Trafficking**

2.14.1. Children can be trafficked into, within and out of UK for many reasons and all different types of exploitation. Trafficking is a form of child abuse and needs an appropriate safeguarding response. Any child who is recruited, transported, transferred, harboured or received for exploitative reasons is considered to be a victim of trafficking, whether or not they have been forced or deceived. This is because it is not considered possible for children in this situation to give informed consent.

2.14.2. Even when a child understands what has happened, they may still appear to submit willingly to what they believe to be the will of their parents or accompanying adult. It is important these children are protected too.

3. **Summary of Adult Abuse**

3.1. Abuse is a violation on an individual's human and civil rights by a person or persons.

3.2. The following types of abuse are widely recognised:

- a) **Physical Abuse:** includes hitting, slapping, pushing, kicking, misuse of medication or inappropriate sanctions or restraint.
- b) **Sexual Abuse:** includes rape and sexual assault or sexual acts to which the vulnerable adult has not consented, or could not consent or was pressured into consenting.
- c) **Psychological Abuse:** includes emotional abuse, threats of harm or abandonment, deprivation of contact, humiliation, blaming, controlling, intimidation, coercion, harassment, verbal abuse, isolation or withdrawal from services or supportive networks.

- d) **Financial or material abuse:** includes theft, fraud, exploitation, pressure in connection with wills, property or inheritance or financial transactions, or the misuse or misappropriation of property, possessions or benefits.
- e) **Neglect and acts of omission:** includes ignoring medical or physical care needs, failure to provide access to appropriate health, social care or educational services, the withholding of the necessities of life, such as medication, adequate nutrition and heating.
- f) **Discriminatory abuse:** includes racism, sexism, or those based on a person's disability, and other forms of harassment, slurs or similar treatment.
- g) **Institutional abuse:** includes systemic abuse that goes beyond an individual's abusive practice and transcends a whole organisation.

4. **Adults at risk – Safeguarding Procedure**

- 4.1. You are not expected to be an expert in identifying abuse or investigating allegations, instead it is your duty to report any concerns to the organisations alerting manager and support them in acting where required.
- 4.2. The organisation's alerting manager is the person tasked with making referrals to the local authority.
- 4.3. The Manager will be fulfilling the role in absence of an appointment of the alerting manager.
- 4.4. If you receive a disclosure of alleged abuse or develop a strong suspicion that abuse is taking place, you should:
 - a) Record the allegation clearly and accurately,
 - b) Notify the alerting manager at jabez.lam@hackneychinese.org.uk, the mail should be well protected and encrypted.
 - c) In situations in which the alerting manager cannot be contacted all staff and volunteers should report directly to the chair.

5. **Alerting Manager's Response to reports of abuse receiving a report**

- 5.1. The Alerting Manager may become aware of suspected abuse in the following ways:
 - a) by receiving an allegation directly from the child or adult at risk,
 - b) by receiving an allegation from someone who is not the child or adult at risk,
 - c) by receiving a report from outside agencies or other activities the child or adult at risk may be involved with,

d) by developing a strong suspicion based on observations or experience.

5.2. The Alerting Manager should record any report or suspicion on the 'Abuse Recording Form' (see attached), making clear notes of the case (dates, times, details of incident) and notify the relevant statutory agency that within London, such as many Children or Adult Social Services in local councils. If he is receiving the report from a third party, he should make them aware that he has a duty to share this information with the relevant statutory agency.

6. **Principles underpinning the safeguarding work of the organization**

6.1. Partnership Working - HCCSA is committed to working with other organisations and agencies to safeguard adults at risk from abuse.

a) **Prevention** – At HCCSA all of our work is aimed at preventing abuse occurring in the first place rather than reacting to abuse after it has happened.

b) **Protection** – Our service users and the people they work with within London deserve protection from the risk of abuse and actual abuse.

c) **Proportionality** – At HCCSA the response we make to suspected abuse is in line with the risks presented. Safeguarding protocols will be used for those cases in most need of action whilst other protocols will be followed wherever necessary.

d) **Accountability** – Through the records we keep and the role of the alerting managers within the organisation we hold ourselves accountable to our service users and outside agencies.

e) **Empowerment** – At HCCSA, we want to ensure that our service users are involved with the key decisions they make about their lives. Wherever possible we inform service user of the concerns at the earliest opportunity. For service users who lack the capacity to understand whether they would benefit from a safeguarding referral, a best interest decision is made.

7. **Training**

7.1. At HCCSA we are committed to accessing adult safeguarding training for all volunteers, staff and where appropriate service users.

8. **Breach of Safeguarding Child and Adult at Risk Policy**

8.1. Appropriate sanction will apply where individual is found to act in breach of this policy.

Safeguarding Policy

Appendix – Abuse Recording Form

Date:	
Time:	
Incident Subject:	
Details of Incident:	
Case Worker:	
Alert Manager:	

Anti-corruption and Bribery Policy

1. Introduction

- 1.1.** It is our policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.
- 1.2.** Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. Any non-employee who breaches this policy may have their contract terminated with immediate effect.
- 1.3.** This policy does not form part of any employee's contract of employment and we may amend it at any time. It will be reviewed regularly.
- 1.4.** This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, seconded workers, volunteers, interns, agents, contractors, external consultants, third-party representatives and business partners.

2. What is bribery?

- 2.1.** Bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- 2.2.** Bribery includes offering, promising, giving, accepting or seeking a bribe.
- 2.3.** All forms of bribery are strictly prohibited. If you are unsure about whether a particular act constitutes bribery, raise it with your manager.
- 2.4.** Specifically, you must not:
 - a) give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
 - b) accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else; or
 - c) give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure.
- 2.5.** You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.

3. Gifts and hospitality

- 3.1.** This policy does not prohibit the giving or accepting of reasonable and appropriate hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services.
- 3.2.** A gift or hospitality will not be appropriate if it is unduly lavish or extravagant or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).
- 3.3.** Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers) or be given in secret. Gifts must be given in our name, not your name.
- 3.4.** Promotional gifts of low value such as branded stationery may be given to or accepted from existing customers, suppliers and business partners.

4. Record-keeping

- 4.1.** You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 4.2.** All accounts, invoices, and other records relating to dealings with third parties including suppliers and customers should be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.

5. How to raise a concern

- 5.1.** If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify the Manager or report it in accordance with our Whistleblowing Policy] as soon as possible.

Whistleblowing Policy

1. Introduction

- 1.1. We are committed to conducting our business with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2. This policy covers all employees, officers, consultants, contractors, volunteers, interns, casual workers and agency workers.
- 1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

2. What is whistleblowing?

- 2.1. Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

3. How to raise a concern

- 3.1. We hope that in many cases you will be able to raise any concerns with your manager. However, where you prefer not to raise it with your manager for any reason, you should contact the Chair of the Board.
- 3.2. We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

4. Confidentiality

- 4.1. We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

5. External disclosures

- 5.1. The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 5.2. The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external.

Protect operates a confidential helpline. Their contact details are at the end of this policy.

6. Protection and support for whistleblowers

- 6.1.** We aim to encourage openness and will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 6.2.** Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Manager or the Chairperson of the Board immediately. If the matter is not remedied you should raise it formally using our Grievance Procedure.
- 6.3.** You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases the whistleblower could have a right to sue you personally for compensation in an employment tribunal.
- 6.4.** However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.
- 6.5.** Protect operates a confidential helpline. Their contact details are at the end of this policy.

7. Contacts

- a) Senior Management Team: Kristina Pringle, Wing Kong Fung or Vivienne Li
- b) The Chair of the Board: Josephine Farrell
- c) Protect (Independent whistleblowing charity)
 - Helpline: 0203 117 2520
 - E-mail: whistle@pcaw.co.uk
 - Website: www.pcaw.co.uk

Data Protection Policy

1. Interpretation and Definitions

- 1.1. **Automated Decision-Making (ADM):** when a decision is made which is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual. The GDPR prohibits Automated Decision-Making (unless certain conditions are met) but not Automated Processing.
- 1.2. **Automated Processing:** any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements. Profiling is an example of Automated Processing.
- 1.3. **Company name:** Hackney Chinese Community Services Association Ltd
- 1.4. **Company Personnel:** all employees, workers contractors, agency workers, consultants, directors, members and others.
- 1.5. **Consent:** agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signify agreement to the Processing of Personal Data relating to them.
- 1.6. **Controller:** the person or organisation that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the UK GDPR. We are the Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.
- 1.7. **Criminal Convictions Data:** means personal data relating to criminal convictions and offences and includes personal data relating to criminal allegations and proceedings.
- 1.8. **Data Subject:** a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.
- 1.9. **Data Privacy Impact Assessment (DPIA):** tools and assessments used to identify and reduce risks of a data processing activity. DPIA can be carried out as part of Privacy by Design and should be conducted for all major system or business change programmes involving the Processing of Personal Data.
- 1.10. **EEA:** the 28 countries in the EU, and Iceland, Liechtenstein and Norway.
- 1.11. **Explicit Consent:** consent which requires a very clear and specific statement (that is, not just action).

- 1.12. **General Data Protection Regulation (GDPR):** the General Data Protection Regulation ((EU) 2016/679). Personal Data is subject to the legal safeguards specified in the GDPR.
- 1.13. **Personal Data:** any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Special Categories of Personal Data and Pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.
- 1.14. **Personal Data Breach:** any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.
- 1.15. **Privacy by Design:** implementing appropriate technical and organisational measures in an effective manner to ensure compliance with the GDPR.
- 1.16. **Privacy Guidelines:** the Company privacy and GDPR related guidelines provided to assist in interpreting and implementing this Data Protection Policy.
- 1.17. **Privacy Notices (also referred to as Fair Processing Notices) or Privacy Policies:** separate notices setting out information that may be provided to Data Subjects when the Company collects information about them. These notices may take the form of general privacy statements applicable to a specific group of individuals (for example, employee privacy notices or the website privacy policy) or they may be stand-alone, one-time privacy statements covering Processing related to a specific purpose.
- 1.18. **Processing or Process:** any activity that involves the use of Personal Data. It includes obtaining, recording or holding the data, or carrying out any operation or set of operations on the data including organising, amending, retrieving, using, disclosing, erasing or destroying it. Processing also includes transmitting or transferring Personal Data to third parties.
- 1.19. **Pseudonymisation or Pseudonymised:** replacing information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person, to whom the data relates, cannot be identified without the use of additional information which is meant to be kept separately and secure.
- 1.20. **Related Policies:** the Company's policies, operating procedures or processes related to this Privacy Standard and designed to protect Personal Data.

- 1.21. **Special Categories of Personal Data:** information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data.

2. Introduction

- 2.1. This Data Protection Policy sets out how Hackney Chinese Community Services Association Ltd ("we", "our", "us", "the Company") handle the Personal Data of our customers, suppliers, employees, workers and other third parties.
- 2.2. This Data Protection Policy applies to all Personal Data we Process regardless of the media on which that data is stored or whether it relates to past or present employees, workers, customers, clients or supplier contacts, shareholders, website users or any other Data Subject.
- 2.3. This Data Protection Policy applies to all Company Personnel ("you", "your"). You must read, understand and comply with this Data Protection Policy when Processing Personal Data on our behalf and attend training on its requirements. This Data Protection Policy sets out what we expect from you for the Company to comply with applicable law. Your compliance with this Data Protection Policy is mandatory. Any breach of this Data Protection Policy may result in disciplinary action.
- 2.4. This Data Protection Policy is an internal document and cannot be shared with third parties, clients or regulators without prior authorisation from the Board of Directors

3. Scope

- 3.1. We recognise that the correct and lawful treatment of Personal Data will maintain confidence in the organisation and will provide for successful business operations. Protecting the confidentiality and integrity of Personal Data is a critical responsibility that we take seriously at all times. The Company is exposed to potential fines of up to £17.5 million or 4% of total worldwide annual turnover, whichever is higher and depending on the breach, for failure to comply with the provisions of the UK GDPR.
- 3.2. The Directors are responsible for ensuring all Company Personnel comply with this Data Protection Policy and need to implement appropriate practices, processes, controls and training to ensure that compliance.
- 3.3. Please contact the Manager with any questions about the operation of this Data Protection Policy or the UK GDPR or if you have any concerns that this Data Protection Policy is not being or has not been followed. In particular, you must always contact the Manager in the following circumstances:
 - a) if you are unsure of the lawful basis which you are relying on to process Personal Data (including the legitimate interests used by the Company) (see paragraph 5.1);
 - b) if you need to rely on Consent and/or need to capture Explicit Consent (see paragraph 6);

- c) if you need to draft Privacy Notices (see paragraph 7);
- d) if you are unsure about the retention period for the Personal Data being Processed (see paragraph 11);
- e) if you are unsure about what security or other measures you need to implement to protect Personal Data (see paragraph 12.1);
- f) if there has been a Personal Data Breach (paragraph 13);
- g) if you are unsure on what basis to transfer Personal Data outside the UK (see paragraph 14);
- h) if you need any assistance dealing with any rights invoked by a Data Subject (see paragraph 15);
- i) whenever you are engaging in a significant new, or change in, Processing activity which is likely to require a DPIA (see paragraph 19) or plan to use Personal Data for purposes other than what it was collected for;
- j) if you plan to undertake any activities involving Automated Processing including profiling or Automated Decision-Making (see paragraph 20);
- k) if you need help complying with applicable law when carrying out direct marketing activities (see paragraph 21); or
- l) if you need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors) (see paragraph 22).

4. Personal data protection principles

- 4.1. We adhere to the principles relating to Processing of Personal Data set out in the UK GDPR which require Personal Data to be:
- a) processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency);
 - b) collected only for specified, explicit and legitimate purposes (Purpose Limitation);
 - c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation);
 - d) accurate and where necessary kept up to date (Accuracy);
 - e) not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation);

- f) processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality);
 - g) not transferred to another country without appropriate safeguards being in place (Transfer Limitation); and
 - h) made available to Data Subjects and allow Data Subjects to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).
- 4.2. We are responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability).

5. Lawfulness, fairness, transparency

- 5.1. Personal data must be Processed lawfully, fairly and in a transparent manner in relation to the Data Subject.
- 5.2. You may only collect, Process and share Personal Data fairly and lawfully and for specified purposes. The UK GDPR restricts our actions regarding Personal Data to specified lawful purposes. These restrictions are not intended to prevent Processing but ensure that we Process Personal Data fairly and without adversely affecting the Data Subject.
- 5.3. The UK GDPR allows Processing for specific purposes, some of which are set out below:
- a) the Data Subject has given his or her Consent;
 - b) the Processing is necessary for the performance of a contract with the Data Subject;
 - c) to meet our legal compliance obligations;
 - d) to protect the Data Subject's vital interests; and
 - e) to pursue our legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects. The purposes for which we process Personal Data for legitimate interests need to be set out in applicable Privacy Notices.
- 5.4. You must identify and document the legal ground being relied on for each Processing activity.

6. Consent

- 6.1. A Controller must only process Personal Data on the basis of one or more of the lawful bases set out in the UK GDPR, which include Consent.

- 6.2. A Data Subject consents to Processing of their Personal Data if they indicate agreement clearly either by a statement or positive action to the Processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity are unlikely to be sufficient. If Consent is given in a document which deals with other matters, then the Consent must be kept separate from those other matters.
- 6.3. Data Subjects must be easily able to withdraw Consent to Processing at any time and withdrawal must be promptly honoured. Consent may need to be refreshed if you intend to Process Personal Data for a different and incompatible purpose which was not disclosed when the Data Subject first consented.
- 6.4. When processing Special Category Data or Criminal Convictions Data, we will usually rely on a legal basis for processing other than Explicit Consent or Consent if possible. Where Explicit Consent is relied on, you must issue a Privacy Notice to the Data Subject to capture Explicit Consent.
- 6.5. You will need to evidence Consent captured and keep records of all Consents in accordance with Related Policies and Privacy Guidelines so that the Company can demonstrate compliance with Consent requirements.

7. Transparency (notifying Data Subjects)

- 7.1. The UK GDPR requires Controllers to provide detailed, specific information to Data Subjects depending on whether the information was collected directly from Data Subjects or from elsewhere. The information must be provided through appropriate Privacy Notices which must be concise, transparent, intelligible, easily accessible, and in clear and plain language so that a Data Subject can easily understand them.
- 7.2. Whenever we collect Personal Data directly from Data Subjects, including for human resources or employment purposes, we must provide the Data Subject with all the information required by the UK GDPR including the identity of the Controller, how and why we will use, Process, disclose, protect and retain that Personal Data through a Privacy Notice which must be presented when the Data Subject first provides the Personal Data.
- 7.3. When Personal Data is collected indirectly (for example, from a third party or publicly available source), we must provide the Data Subject with all the information required by the UK GDPR as soon as possible after collecting or receiving the data. We must also check that the Personal Data was collected by the third party in accordance with the UK GDPR and on a basis which contemplates our proposed Processing of that Personal Data.
- 7.4. If you are collecting Personal Data from Data Subjects, directly or indirectly, then you must provide Data Subjects with a Privacy Notice in accordance with our Related Policies and Privacy Guidelines.

8. Purpose limitation

- 8.1. Personal Data must be collected only for specified, explicit and legitimate purposes. It must not be further Processed in any manner incompatible with those purposes.

- 8.2. You cannot use Personal Data for new, different or incompatible purposes from that disclosed when it was first obtained unless you have informed the Data Subject of the new purposes and they have Consented where necessary.

9. Data minimization

- 9.1. Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed.
- 9.2. You may only Process Personal Data when performing your job duties requires it. You cannot Process Personal Data for any reason unrelated to your job duties.
- 9.3. You may only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.
- 9.4. You must ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with the Company's data retention provisions.

10. Accuracy

- 10.1. Personal Data must be accurate and, where necessary, kept up to date. It must be corrected or deleted without delay when inaccurate.
- 10.2. You will ensure that the Personal Data we use and hold is accurate, complete, kept up to date and relevant to the purpose for which we collected it. You must check the accuracy of any Personal Data at the point of collection and at regular intervals afterwards. You must take all reasonable steps to destroy or amend inaccurate or out-of-date Personal Data.

11. Storage limitation

- 11.1. Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.
- 11.2. The Company will maintain retention provisions and procedures to ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires that data to be kept for a minimum time.
- 11.3. You must not keep Personal Data in a form which permits the identification of the Data Subject for longer than needed for the legitimate business purpose or purposes for which we originally collected it including for the purpose of satisfying any legal, accounting or reporting requirements.
- 11.4. You will take all reasonable steps to destroy or erase from our systems all Personal Data that we no longer require in accordance with all the Company's applicable records retention schedules and policies. This includes requiring third parties to delete that data where applicable.

11.5. You will ensure Data Subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice.

12. Security integrity and confidentiality - Protecting Personal Data

12.1. Personal Data must be secured by appropriate technical and organisational measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage.

12.2. We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of Personal Data that we own or maintain on behalf of others and identified risks (including use of encryption and Pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure security of our Processing of Personal Data. You are responsible for protecting the Personal Data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. You must exercise particular care in protecting Special Categories of Personal Data and Criminal Convictions Data from loss and unauthorised access, use or disclosure.

12.3. You must follow all procedures and technologies we put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. You may only transfer Personal Data to third-party service providers who agree to comply with the required policies and procedures and who agree to put adequate measures in place, as requested.

12.4. You must maintain data security by protecting the confidentiality, integrity and availability of the Personal Data, defined as follows:

- a) Confidentiality means that only people who have a need to know and are authorised to use the Personal Data can access it;
- b) Integrity means that Personal Data is accurate and suitable for the purpose for which it is processed; and
- c) Availability means that authorised users are able to access the Personal Data when they need it for authorised purposes.

12.5. You must comply with and not attempt to circumvent the administrative, physical and technical safeguards we implement and maintain in accordance with the UK GDPR and relevant standards to protect Personal Data.

13. Reporting a Personal Data Breach

13.1. The UK GDPR requires Controllers to notify any Personal Data Breach to the Information Commissioner and, in certain instances, the Data Subject.

13.2. We have put in place procedures to deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where we are legally required to do so.

13.3. If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the The Manager. You should preserve all evidence relating to the potential Personal Data Breach.

14. Transfer limitation

14.1. The UK GDPR restricts data transfers to countries outside the UK to ensure that the level of data protection afforded to individuals by the UK GDPR is not undermined. You transfer Personal Data originating in one country across borders when you transmit, send, view or access that data in or to a different country.

14.2. You may only transfer Personal Data outside the UK if one of the following conditions applies:

- a) the UK has issued regulations confirming that the country to which we transfer the Personal Data ensures an adequate level of protection for the Data Subject's rights and freedoms;
- b) appropriate safeguards are in place such as binding corporate rules (BCR), standard contractual clauses approved for use in the UK, an approved code of conduct or a certification mechanism;
- c) the Data Subject has provided Explicit Consent to the proposed transfer after being informed of any potential risks; or
- d) the transfer is necessary for one of the other reasons set out in the UK GDPR including the performance of a contract between us and the Data Subject, reasons of public interest, to establish, exercise or defend legal claims or to protect the vital interests of the Data Subject where the Data Subject is physically or legally incapable of giving Consent and, in some limited cases, for our legitimate interest.

15. Data Subject's rights and requests

15.1. Data Subjects have rights when it comes to how we handle their Personal Data. These include rights to:

- a) withdraw Consent to Processing at any time;
- b) receive certain information about the Controller's Processing activities;
- c) request access to their Personal Data that we hold;
- d) prevent our use of their Personal Data for direct marketing purposes;

- e) ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or Processed or to rectify inaccurate data or to complete incomplete data;
- f) restrict Processing in specific circumstances;
- g) challenge Processing which has been justified on the basis of our legitimate interests or in the public interest;
- h) request a copy of an agreement under which Personal Data is transferred outside of the UK;
- i) object to decisions based solely on Automated Processing, including profiling (ADM);
- j) prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;
- k) be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;
- l) make a complaint to the supervisory authority; and
- m) in limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine-readable format.

15.2. You must verify the identity of an individual requesting data under any of the rights listed above (do not allow third parties to persuade you into disclosing Personal Data without proper authorisation).

15.3. You must immediately forward any Data Subject request you receive to the Manager.

16. Accountability

16.1. The Controller must implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection principles. The Controller is responsible for, and must be able to demonstrate, compliance with the data protection principles.

16.2. The Company must have adequate resources and controls in place to ensure and to document UK GDPR compliance including:

- a) appointing a suitably qualified DPO (where necessary) and an executive accountable for data privacy;
- b) implementing Privacy by Design when Processing Personal Data and completing DPIAs where Processing presents a high risk to rights and freedoms of Data Subjects;

- c) integrating data protection into internal documents including this Data Protection Policy or Privacy Notices;
- d) regularly training Company Personnel on the UK GDPR, this Data Protection Policy, and data protection matters including, for example, Data Subject's rights, Consent, legal basis, DPIA and Personal Data Breaches. The Company must maintain a record of training attendance by Company Personnel; and
- e) regularly testing the privacy measures implemented and conducting periodic reviews and audits to assess compliance, including using results of testing to demonstrate compliance improvement effort.

17. Record keeping

- 17.1. The UK GDPR requires us to keep full and accurate records of all our data Processing activities.
- 17.2. You must keep and maintain accurate corporate records reflecting our Processing including records of Data Subjects' Consents and procedures for obtaining Consents in accordance with the Company's record-keeping guidelines.
- 17.3. These records should include, at a minimum, the name and contact details of the Controller, clear descriptions of the Personal Data types, Data Subject types, Processing activities, Processing purposes, third-party recipients of the Personal Data, Personal Data storage locations, Personal Data transfers, the Personal Data's retention period and a description of the security measures in place. To create the records, data maps should be created which should include the detail set out above together with appropriate data flows.

18. Training and audit

- 18.1. We are required to ensure all Company Personnel have undergone adequate training to enable them to comply with data privacy laws. We must also regularly test our systems and processes to assess compliance.
- 18.2. You must undergo all mandatory data privacy related training and ensure your team undergo similar mandatory training.
- 18.3. You must regularly review all the systems and processes under your control to ensure they comply with this Data Protection Policy and check that adequate governance controls and resources are in place to ensure proper use and protection of Personal Data.

19. Privacy by Design and Data Protection Impact Assessment (DPIA)

- 19.1. We are required to implement Privacy by Design measures when Processing Personal Data by implementing appropriate technical and organisational measures (like Pseudonymisation) in an effective manner, to ensure compliance with data privacy principles.

- 19.2. You must assess what Privacy by Design measures can be implemented on all programmes, systems or processes that Process Personal Data by taking into account the following:
- a) the state of the art;
 - b) the cost of implementation;
 - c) the nature, scope, context and purposes of Processing; and
 - d) the risks of varying likelihood and severity for rights and freedoms of Data Subjects posed by the Processing.

20. Direct marketing

- 20.1. We are subject to certain rules and privacy laws when marketing to our customers.
- 20.2. For example, a Data Subject's prior consent is required for electronic direct marketing (for example, by email, text or automated calls). The limited exception for existing customers known as "soft opt-in" allows organisations to send marketing texts or emails if they have obtained contact details in the course of a sale to that person, they are marketing similar products or services, and they gave the person an opportunity to opt out of marketing when first collecting the details and in every subsequent message.
- 20.3. The right to object to direct marketing must be explicitly offered to the Data Subject in an intelligible manner so that it is clearly distinguishable from other information.
- 20.4. A Data Subject's objection to direct marketing must be promptly honoured. If a customer opts out at any time, their details should be suppressed as soon as possible. Suppression involves retaining just enough information to ensure that marketing preferences are respected in the future.

21. Sharing Personal Data

- 21.1. Generally we are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place.
- 21.2. You may only share the Personal Data we hold with another employee, agent, or representative of our group (which includes our subsidiaries and our ultimate holding company along with its subsidiaries) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.
- 21.3. You may only share the Personal Data we hold with third parties, such as our service providers, if:
- a) they have a need to know the information for the purposes of providing the contracted services;

- b) sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
- c) the third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;
- d) the transfer complies with any applicable cross-border transfer restrictions; and
- e) a fully executed written contract that contains UK GDPR-approved third party clauses has been obtained.

22. Changes to this Data Protection Policy

22.1. We keep this Data Protection Policy under regular review.

22.2. This Data Protection Policy does not override any applicable national data privacy laws and regulations in countries where the Company operates.

Sustainability Policy

1. Introduction

- 1.1. HCCS recognises the importance of playing our part to minimise the damage from climate emergency for ourselves and the world.
- 1.2. We realise that we have been fortunate not to have experienced the extreme weather other parts of the world have suffered. This has included the ancestral homes of many East and South East Asian people living in this country. It is clear that as the climate emergency accelerates, these ancestral homes will bear the brunt of the extreme weather which for the most part they were not responsible for.

2. Policy

- 2.1. With this in mind, HCCS commits to reducing our impact on the environment to mitigate the past damage to our planet and to ensure that our activities do not place a burden on future generations. To do this we will:
 - a) Monitor and reduce our energy and carbon emissions;
 - b) Reduce the environmental impact of our activities, by for example increasing the amount of vegetarian food we provide in relation to meat based food, and avoid single use plastic packaging and containers;
 - c) Recognise our role in leading by example to our service users, our partners and our supply chain with our commitment to protect the planet;
 - d) Undertake activities which take the lead in the wider community to act on the climate emergency;
 - e) Recognise the importance of our indirect emissions from our suppliers as well as the carbon shadow of our partners and funders and put in place measures to reduce these such as environmental procurement criteria and environmental vetting of donors;
 - f) Undertake to train our staff and service users on climate and environmental issues.
 - g) Set annual objectives with reference to the objectives above and provide an update in our annual reports.

Privacy Notice Policy (for Employees, Workers and Contractors)

1. Purpose

- 1.1. Hackney Chinese Community Services Association Ltd is committed to protecting the privacy and security of your personal information.
- 1.2. This privacy notice describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the UK General Data Protection Regulation (UK GDPR).
- 1.3. It applies to all employees, workers and contractors.
- 1.4. Hackney Chinese Community Services Association Ltd is a "controller". This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.
- 1.5. This notice applies to current and former employees, workers and contractors. This notice does not form part of any contract of employment or other contract to provide services. We may update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.
- 1.6. It is important that you read and retain this notice, together with any other privacy notice we may provide on specific occasions when we are collecting or processing personal information about you, so that you are aware of how and why we are using such information and what your rights are under the data protection legislation.

2. Data protection principles

- 2.1. We will comply with data protection law. This says that the personal information we hold about you must be:
 - a) Used lawfully, fairly and in a transparent way.
 - b) Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
 - c) Relevant to the purposes we have told you about and limited only to those purposes.
 - d) Accurate and kept up to date.
 - e) Kept only as long as necessary for the purposes we have told you about.
 - f) Kept securely.

3. Type of Information Collected

- 3.1.** Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).
- 3.2.** There are certain types of more sensitive personal data which require a higher level of protection, such as information about a person's health or sexual orientation. Information about criminal convictions also warrants this higher level of protection.
- 3.3.** We will collect, store, and use the following categories of personal information about you:
 - a) Personal contact details, such as name, title, addresses, telephone numbers, and personal email addresses
 - b) Date of birth
 - c) Gender
 - d) National Insurance number
 - e) Bank account details, payroll records and tax status information
 - f) Salary, annual leave, pension and benefits information
 - g) Start date and, if different, the date of your continuous employment
 - h) Leaving date and your reason for leaving
 - i) Location of employment or workplace
 - j) Copy of passport or driving licence
 - k) Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process)
 - l) Employment records (including job titles, work history, working hours, holidays, training records and professional memberships)
 - m) Compensation history
 - n) Performance information
 - o) Disciplinary and grievance information
 - p) CCTV footage and other information obtained through electronic means such as swipe card records
 - q) Information about your use of our information and communications systems

- r) Photographs
- s) Results of HMRC employment status check, details of your interest in and connection with the intermediary through which your services are supplied

3.4. We may also collect, store and use the following more sensitive types of personal information:

- a) Information about your race or ethnicity, religious beliefs, sexual orientation and political opinions
- b) Information about your health, including any medical condition, health and sickness records, including:
 - i. details of any absences (other than holidays) from work including time on statutory parental leave and sick leave;
 - ii. where you leave employment and the reason for leaving is related to your health, information about that condition needed for pensions and permanent health insurance purposes; and
 - iii. Information about criminal convictions and offences.

4. How is your Personal Information Collected?

- 4.1.** We collect personal information about employees, workers and contactors through the application and recruitment process, either directly from candidates or sometimes from an employment agency or background check provider. We may sometimes collect additional information from third parties including former employers, credit reference agencies or other background check agencies.
- 4.2.** We will collect additional personal information in the course of job-related activities throughout the period of you working for us.

5. How we will use information about you

- 5.1.** We will only use your personal information when the law allows us to. Most commonly, we will use your personal information in the following circumstances:
 - a) Where we need to perform the contract we have entered into with you;
 - b) Where we need to comply with a legal obligation;
 - c) Where it is necessary for legitimate interests pursued by us or a third party and your interests and fundamental rights do not override those interests.
- 5.2.** We may also use your personal information in the following situations, which are likely to be rare:

- a) Where we need to protect your interests (or someone else's interests);
- b) Where it is needed in the public interest.

6. Situations in which we will use your personal information

6.1. We need all the categories of information in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations. In some cases, we may use your personal information to pursue legitimate interests, provided your interests and fundamental rights do not override those interests. The situations in which we will process your personal information are listed below.

- a) Making a decision about your recruitment or appointment.
- b) Determining the terms on which you work for us.
- c) Checking you are legally entitled to work in the UK.
- d) Paying you and, if you are an employee or deemed employee for tax purposes, deducting tax and National Insurance contributions (NICs).
- e) Enrolling you in a pension arrangement in accordance with our statutory automatic enrolment duties.
- f) Administering the contract we have entered into with you.
- g) Business management and planning, including accounting and auditing.
- h) Conducting performance reviews, managing performance and determining performance requirements.
- i) Making decisions about salary reviews and compensation.
- j) Assessing qualifications for a particular job or task, including decisions about promotions.
- k) Gathering evidence for possible grievance or disciplinary hearings.
- l) Making decisions about your continued employment or engagement.
- m) Making arrangements for the termination of our working relationship.
- n) Education, training and development requirements.
- o) Dealing with legal disputes involving you, or other employees, workers and contractors, including accidents at work.
- p) Ascertaining your fitness to work.

- q) Managing sickness absence.
- r) Complying with health and safety obligations.
- s) To prevent fraud.
- t) To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- u) To conduct data analytics studies to review and better understand employee retention and attrition rates.
- v) Equal opportunities monitoring.

6.2. Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal information.

7. What If you fail to provide personal information

7.1. If you fail to provide certain information when requested, we may not be able to perform the contract we have entered into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our workers).

8. Change of purpose

8.1. We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

8.2. Note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

9. How we use particularly sensitive personal information

9.1. "Special categories" of particularly sensitive personal information, such as information about your health, racial or ethnic origin, sexual orientation or trade union membership, require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal information. We have in place an appropriate policy document and safeguards which we are required by law to maintain when processing such data. We may process special categories of personal information in the following circumstances:

- a) In limited circumstances, with your explicit written consent.

- b) Where we need to carry out our legal obligations or exercise rights in connection with employment.
- c) Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our occupational pension scheme.

9.2. Less commonly, we may process this type of information where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

10. Situations in which we will use your sensitive personal information

10.1. In general, we will not process particularly sensitive personal information about you unless it is necessary for performing or exercising obligations or rights in connection with employment. On rare occasions, there may be other reasons for processing, such as it is in the public interest to do so. The situations in which we will process your particularly sensitive personal information are listed below. We have indicated the purpose or purposes for which we are processing or will process your more sensitive personal information.

10.2. We will use information about your physical or mental health, or disability status, to ensure your health and safety in the workplace and to assess your fitness to work, to provide appropriate workplace adjustments, to monitor and manage sickness absence and to administer benefits including statutory maternity pay, statutory sick pay, pensions and permanent health insurance. We need to process this information to exercise rights and perform obligations in connection with your employment.

10.3. We will use information about your race or national or ethnic origin, religious, philosophical or moral beliefs, or your sexual life or sexual orientation, to ensure meaningful equal opportunity monitoring and reporting.

11. Do we need your consent?

11.1. We do not need your consent if we use special categories of your personal information in accordance with our written policy to carry out our legal obligations or exercise specific rights in the field of employment law. In limited circumstances, we may approach you for your written consent to allow us to process certain particularly sensitive data. If we do so, we will provide you with full details of the information that we would like and the reason we need it, so that you can carefully consider whether you wish to consent. You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

12. Information about criminal convictions

12.1. We may only use information relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.

12.2. We do not envisage that we will hold information about criminal convictions.

13. Automated decision-making

13.1. Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following circumstances:

- a) Where we have notified you of the decision and given you 21 days to request a reconsideration.
- b) Where it is necessary to perform the contract with you and appropriate measures are in place to safeguard your rights.
- c) In limited circumstances, with your explicit written consent and where appropriate measures are in place to safeguard your rights.

13.2. If we make an automated decision on the basis of any particularly sensitive personal information, we must have either your explicit written consent or it must be justified in the public interest, and we must also put in place appropriate measures to safeguard your rights.

13.3. You will not be subject to decisions that will have a significant impact on you based solely on automated decision-making, unless we have a lawful basis for doing so and we have notified you.

13.4. We do not envisage that any decisions will be taken about you using automated means, however we will notify you in writing if this position changes.

14. Data sharing

14.1. We may have to share your data with third parties, including third-party service providers and other entities in the group.

14.2. We require third parties to respect the security of your data and to treat it in accordance with the law.

14.3. We may transfer your personal information outside the UK.

14.4. If we do, you can expect a similar degree of protection in respect of your personal information.

14.5. Why might you share my personal information with third parties?

14.5.1. We will share your personal information with third parties where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

14.6. Which third-party service providers process my personal information?

14.6.1. "Third parties" includes third-party service providers (including contractors and designated agents) and other entities within our group. The following activities are carried out by third-party service providers: payroll, pension administration, benefits provision and administration, IT services.

14.7. How secure is my information with third-party service providers and other entities in our group?

14.7.1. All our third-party service providers and other entities in the group are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions.

14.8. What about other third parties?

14.8.1. We may share your personal information with other third parties, for example in the context of the possible sale or restructuring of the business. In this situation we will, so far as possible, share anonymised data with the other parties before the transaction completes. Once the transaction is completed, we will share your personal data with the other parties if and to the extent required under the terms of the transaction.

14.8.2. We may also need to share your personal information with a regulator or to otherwise comply with the law. This may include making returns to HMRC, disclosures to stock exchange regulators and disclosures to shareholders such as directors' remuneration reporting requirements.

14.9. Transferring information outside the UK

14.10. We will not transfer the personal information we collect about you outside of the UK.

15. Data security

15.1. We have put in place measures to protect the security of your information. Details of these measures are available upon request.

15.2. Third parties will only process your personal information on our instructions and where they have agreed to treat the information confidentially and to keep it secure.

15.3. We have put in place appropriate security measures to prevent your personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal information on our instructions and they are subject to a duty of confidentiality.

15.4. We have put in place procedures to deal with any suspected data security breach and will notify you and any applicable regulator of a suspected breach where we are legally required to do so.

16. Data retention - How long will you use my information for?

16.1. We will only retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

16.2. In some circumstances we may anonymise your personal information so that it can no longer be associated with you, in which case we may use such information without further notice to you. Once you are no longer an employee, worker or contractor of the company we will retain and securely destroy your personal information in accordance with applicable laws and regulations.

17. Rights of access, correction, erasure, and restriction

17.1. Your duty to inform us of changes

17.1.1. It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

17.2. Your rights in connection with personal information

17.2.1. Under certain circumstances, by law you have the right to:

- a) **Request access** to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- b) **Request correction** of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- c) **Request erasure** of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see below).
- d) **Object to processing** of your personal information where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your personal information for direct marketing purposes.

- e) **Request the restriction of processing** of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- f) **Request the transfer** of your personal information to another party.

17.2.2. If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact the the Manager in writing.

17.3. No fee usually required

17.3.1. You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

17.4. What we may need from you

17.4.1. We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

17.5. Right to withdraw consent

17.5.1. In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact us at info@hackneychinese.org.uk. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

18. Queries on this privacy notice

18.1. If you have any questions about this privacy notice or how we handle your personal information, please contact us at info@hackneychinese.org.uk. You have the right to make a complaint at any time to the Information Commissioner's Office (ICO).

19. Changes to this privacy notice

19.1. We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.

19.2. If you have any questions about this privacy notice, please contact us at info@hackneychinese.org.uk.

Staff Grievance Policy

Policy Category:		Policy Number:	
Policy Owner:		Effective Date:	
Version:		Status:	

Purpose of this document:	To set out the policy and guidelines on how grievance should be dealt both informally and formally
Review frequency:	Yearly

Document control

Date	Notes	Reviewer	Approver
30/06/2015	Update formatting	CC	
05/05/2020	Draft redraft	Chit	
18/05/2022	Review and Update	Josephine	

1. Introduction

1. Hackney Chinese Community Services Association Ltd is a small employer and a charity that recognizes the importance of its employees and stakeholders and as part of its ethos endeavours to deal fairly with all.
2. The Grievance Policy and Procedures set out below are aligned with the Advice, Conciliation, and Arbitration Services (ACAS) statutory Code of Practice on discipline and grievance procedures.

2. The Policy

- 2.1. Hackney Chinese Community Services Association Ltd (“the employer”) will maintain this policy and related procedures, and ensure they are available to all employees and are reviewed annually or more frequently if matters arise to indicate a review is necessary.
- 2.2. The procedures will include both informal and formal procedures and will be constructed with a view to ensuring fairness to all parties and in the light of good practice known to the employer, including to that published by the Advisory, Conciliation and Arbitration Service (ACAS).

- 2.3. Nothing in the procedures will aim to prevent recourse to legal proceedings by any of the parties, but every effort will be made to apply the procedures in the first instance.
- 2.4. The aim of the procedures will be to maintain or revert the parties to having a working environment that is satisfactory to all and enables the employer to reach its charitable aims through the contributions of its employees.
- 2.5. Where a grievance is raised formally a record will be maintained in the personnel file(s) of the employee(s) raising the grievance. This will include all the formal submissions of the grievance and a summary of the steps taken and whether the matter has been resolved. In addition, a note that a formal grievance has been submitted and the names of the employee(s) submitting the grievance will be maintained in a grievance register.
- 2.6. Where a grievance is submitted informally, no record need be maintained, but if the Manager becomes aware of a recurring pattern or otherwise deems the matter to be serious, a note shall be entered in the grievance register.
- 2.7. The grievance register will be maintained with a view to ensuring:
 - a) A historical record of value in the case of turnover of management
 - b) An evidential record
 - c) The observation of any patterns in grievances.

3. Informal Procedures

- 3.1. The informal raising and dealing with matters may be the most appropriate and efficient with regards to most grievances.
- 3.2. The person who receives a grievance submitted informally ('the recipient') should be the Manager unless the grievance concerns the Manager in which case it may be submitted to the Chairman of the board.
- 3.3. The recipient should hear the grievance and, unless the matter can be dealt with immediately, give feedback that includes an estimated timeline for the handling of the matter, and an expression that the employer values its employees and tries to deal with all matters fairly and in a timely manner.
- 3.4. The grievance should be considered by the recipient and efforts made to find a solution that is fair to all parties without unreasonably impacting the operation of the employer.
- 3.5. A considered response should be given to the person(s) who submitted the grievance, and they should be asked if they are satisfied within one working day wherever possible, or as soon as is reasonably practical.

- 3.6. If the matter cannot be dealt with satisfactorily within one working day, the person(s) who submitted the grievance should be reassured that the matter is still being considered and advised of the steps underway and any revisions to the expected timeline.
- 3.7. The person(s) who submitted the grievance should be informed of the appeal procedure if they express that they are not satisfied with the proposed solution or with any aspect of the informal procedure including the timelines.
- 3.8. An appeal to the informal procedures may be made by following the formal grievance procedure.
- 3.9. The recipient of a grievance submitted informally should ensure that a note is made in the record of grievances if the matter dealt with has been recurring or indicates a pattern that might necessitate further action, should be known by any future manager, or for which an evidentiary record may be necessary.
- 3.10. While the grievance procedure is underway, working relationships, and practices other than those that endanger health and safety, should remain as they were prior to the grievance being received.
- 3.11. All employees should be informed of these procedures in writing on first taking employment with the employer. All employees should be informed of any changes to these procedures.

4. Formal Procedures

- 4.1. The formal procedure should be followed if the matter of the grievance is serious (i.e. a matter that is potentially a breach of a code, regulation or the law, and/or involves a loss or suffering that could be litigated), if a person(s) who submitted a grievance under the informal procedure is not satisfied with the outcome, or any aspect of the informal procedures, or wants to appeal any decision made under those procedures.
- 4.2. The person who receives a grievance submitted formally ('the recipient') should be the Manager unless the grievance concerns the Manager in which case it may be submitted to the Chairman of the board.
- 4.3. The formal procedure should be commenced by a submission of the grievance in writing and signed and dated by the person(s) submitting it. A grievance reported orally may be written by the recipient into a formal submission but should be signed and dated by the person(s) expressing the grievance.
- 4.4. The recipient should consider the grievance and, unless the matter can be dealt with immediately, give feedback in writing that refers to the subject of the written submission, includes an estimated timeline for the handling of the matter, and an expression that the employer values its employees and tries to deal with all matters fairly and in a timely manner.

- 4.5.** The grievance should be considered by the recipient and efforts shall be made to find a solution that is fair to all parties without unreasonably impacting the operation of the employer.
- 4.6.** A considered response in writing should be given to the person(s) who submitted the grievance within one working day wherever possible, or as soon as is reasonably practical, and the person(s) who submitted the grievance should be asked to acknowledge in writing if they are satisfied.
- 4.7.** If the matter cannot be dealt with satisfactorily within one working day, the person(s) who submitted the grievance should be reassured in writing that the matter is still being considered and advised of the steps underway and any revisions to the expected timeline.
- 4.8.** The person(s) who submitted the grievance should be informed of the appeal procedure if they express that they are not satisfied with the proposed solution or with any aspect of the procedure including the timelines.
- 4.9.** In all communications (at every stage) by the recipient to the person(s) submitting a grievance reference should be made to the person's right of appeal if they are dissatisfied with the outcome or how the matter has been handled.
- 4.10.** An appeal to the formal procedures may be made by the person(s) who submitted the grievance by stating in writing that they wish to appeal and the reason for their dissatisfaction. The appeal should be submitted to the Manager who should call for all papers relating to the matter.
- 4.11.** On receipt of an appeal, the Manager should forward the matter and all papers to a panel of two persons from the Management Committee who will consider the matter and reach their own decision. If necessary, the panel may refer the matter to an outside arbitration person or service.
- 4.12.** While the grievance procedure is underway, working relationships and practices other than those that endanger health and safety, should remain as they were prior to the grievance being received.
- 4.13.** All employees should be informed of these procedures in writing on first taking employment with the employer. All employees should be informed of any changes to these procedures.

Staff Disciplinary Policy

Policy Category:		Policy Number:	
Policy Owner:		Effective Date:	
Version:		Status:	

Purpose of this document:	To set out the policy and guidelines on the Company's disciplinary procedures
Review frequency:	Yearly

Document control

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05/05/2020	Draft redraft	Chit	
18/05/2022	Review and Update	Josephine	

1. Introduction

1. This procedure is intended to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.
2. Minor conduct or performance issues can usually be resolved informally with your line manager. This procedure sets out formal steps to be taken if the matter is more serious or cannot be resolved informally.
3. This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
4. This procedure does not form part of any employee's contract of employment and we may amend it at any time.

2. Investigations

- 2.1. Before any disciplinary hearing is held, the matter will be investigated. Any meetings and discussions as part of an investigation are solely for the purpose of fact-finding and no disciplinary action will be taken without a disciplinary hearing.
- 2.2. In some cases of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While

suspended, you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.

3. The hearing

- 3.1.** We will give you written notice of the hearing, including sufficient information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 3.2.** You may be accompanied at the hearing by a trade union representative or a colleague, who will be allowed reasonable paid time off to act as your companion.
- 3.3.** You should let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.
- 3.4.** We will inform you in writing of our decision within reasonable time, with an aim to produce a decision within 14 business days of the hearing.

4. Disciplinary action and dismissal

- 4.1.** The usual penalties for misconduct or poor performance are:
 - a) **Stage 1:** First written warning or improvement note. Where there are no other active written warnings or improvement notes on your disciplinary record, you will usually receive a first written warning or improvement note. It will usually remain active for six months.
 - b) **Stage 2:** Final written warning. In case of further misconduct or failure to improve where there is an active first written warning or improvement note on your record, you will usually receive a final written warning. This may also be used without a first written warning or improvement note for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.
 - c) **Stage 3:** Dismissal or other action. You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph 5). You may also be dismissed without a warning for any act of misconduct or unsatisfactory performance during your probationary period.
- 4.2.** We may consider other sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

5. Appeals

- 5.1.** You may appeal in writing within one week of being told of the decision.

5.2. The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.

5.3. We will inform you in writing of our final decision as soon as possible, usually within 14 business days of the appeal hearing. There is no further right of appeal.

6. Gross misconduct

6.1. Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

6.2. Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business or reputation or irreparably damage the working relationship and trust between us. This may include misconduct committed outside of work. The following are examples of matters that are normally regarded as gross misconduct:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate and serious damage to property;
- d) serious misuse of the organisation's property or name;
- e) deliberately accessing internet sites containing pornographic, offensive or obscene material;
- f) serious insubordination;
- g) unlawful discrimination, victimisation or harassment;
- h) bringing the organisation into serious disrepute;
- i) serious incapability at work brought on by alcohol or illegal drugs;
- j) causing loss, damage or injury through serious negligence;
- k) a serious breach of health and safety rules;
- l) a serious breach of confidence.

6.3. This list is intended as a guide and is not exhaustive.

Expenses Policy

Policy Category:		Policy Number:	
Policy Owner:		Effective Date:	
Version:		Status:	

Purpose of this document:	To set out the policy and guidelines on the Company's expenses
Review frequency:	Yearly

Document control

Date	Notes	Reviewer	Approver

1. Introduction

1. This policy deals with claims for reimbursement of expenses, including travel, accommodation and hospitality.

2. Reimbursement of expenses

- 2.1. We will reimburse expenses properly incurred in accordance with this policy. Any attempt to claim expenses fraudulently or otherwise in breach of this policy may result in disciplinary action.
- 2.2. Expenses will only be reimbursed if they are:
 - a) submitted to the Manager on the appropriate claim form;
 - b) submitted within 28 days of being incurred;
 - c) supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
 - d) authorised in advance where required.
- 2.3. Claims for authorised expenses submitted in accordance with this policy will be paid directly into your bank/building society account.

2.4. Any questions about the reimbursement of expenses should be put to the The Manager before you incur the relevant costs.

3. Travel expenses

3.1. We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable and you should use existing travelcards or season tickets wherever possible. The following are not treated as travel in connection with our business:

- a) travel between your home and usual place of work;
- b) travel which is mainly for your own purposes; and
- c) travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

3.2. Trains. We will reimburse the cost of standard class travel on submission of a receipt with an expenses claim form.

3.3. Taxis. We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.

3.4. Car. Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained the The Manager. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.

3.5. Air travel. If you are required to travel by plane in the course of your duties you should discuss travel arrangements with the The Manager in advance.

3.6. We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

4. Accommodation and other overnight expense

4.1. If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with the The Manager in advance. Accommodation will usually be subject to an upper limit per night of £75 (London) or £50 (outside London).

4.2. We will reimburse your reasonable out-of-pocket expenses for overnight stays provided they are supported by receipts as follows:

- a) breakfast up to a maximum of £10 day;

- b) lunch and an evening meal including non-alcoholic drinks up to £15 a day for lunch, £20 a day for an evening meal or, where both are incurred on the same day, an overall maximum of £35; and

Expenses Policy

Appendix: Expenses claim form

Full name:	
Bank account name:	
Bank account number:	
Bank sort code:	
Reason(s) for claim:	
Amount:	
Evidence (where appropriate):	

Please attach any supporting documentation relevant. We reserve the right to reject any claim without adequate evidence.