



## POLICY HANDBOOK

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Changes since last review

16/02/23	Removal of Safeguarding. See Safeguarding Policy and Procedures 10 <sup>th</sup> October 2022
16/02/23	Working at Height move to Appendix 2
01/02/24	Vision statement amended

# 1 Introduction

## 1.1 About Brighton Road Baptist Church

### 1.1.1 Vision Statement

At Brighton Road Baptist Church, we believe we are part of God's family, where anyone and everyone is made welcome, and we are all equipped to live our lives for Jesus with a shared sense of unity and purpose.

In response to God's calling, we aim to realise our identity through the quality of our relationships with God, with each other, and with our community. Believing that these interconnected relationships are vital to our church life and growth, we look to grow and develop them by embracing ten specific aspirations that are at their core.

- **Being welcoming**  
We aspire to ensure that everyone feels welcome, whether this is their first visit or they have been coming for years, so that genuine relationships can develop in partnership with Christ.
- **Being inclusive**  
We aspire to be inclusive, so that everyone regardless of age or background knows that they are a significant part of our church.
- **Making a difference in and beyond our local community – being salt**  
We aspire to encourage each other to be the person of Christ to anyone we meet, and to equip Christians, both locally and globally, to express their faith in practical, life-changing way.
- **Sharing our faith effectively – being light**  
We aspire to being visible in our community by having services and activities that are attractive and welcoming to people of all ages in our locality.
- **Good pastoral care**  
We aspire to share in people's triumphs, joys and victories, to support each other in pain, loss and anxiety, and to be a safe place where Jesus meets us at our point of need and empowers us to walk in newness of life.
- **Engaging worship**  
We aspire to have worship that is honouring to God - inclusive, accessible, varied, visual, audible and participatory, taking place in small groups and on Sundays.
- **Relevant biblical teaching**  
We aspire to have biblical teaching which offers practical guidance for everyday life, showing the way and unlocking the truth through the Holy Spirit, so that people are secure in God's holy word.
- **Using our gifts**  
We aspire to encourage each other to discover and use our gifts, be they great or small, in ways that show God's love in action.
- **Putting our faith into practice**  
We aspire to help members of the church body and the wider community to follow and serve Jesus in their daily lives.
- **Praying**  
We aspire to underpin everything we do with prayer – encouraging everyone to pray regularly individually, in small groups and together as a church family.

## 1.1.2 Governance

Church Members meet together in a Church Members' Meeting under the guidance of the Holy Spirit and under the Lordship of Christ to discern the mind of God in the affairs of the church.

Church Members' Meetings are held at regular intervals through the year and are an opportunity to consider and review routine matters associated with the life of the church including issues related to church membership, the appointment and dismissal of the Trustees, the approval of the budget, with opportunities for considering proposals from the Trustees or other Members for the development of the church and the advancement of its purpose through its activities.

The Trustees are responsible for the governance of the church and the fulfilment of the purpose through its activities acting according to the will of God as discerned by the Church Members' Meeting and subject to any specific or general directions of the Church Members' Meeting.

## 1.2 Purpose of this Handbook

This Handbook has been put together to provide the policies and guidelines for Workers and Members that are necessary to:

- achieve our aims and objectives and to allow us to operate in a way that respects our Christian ethos;
- provide appropriate levels of protection for **children and adults at risk** who take part in our activities;
- meet legal requirements in relation to Employment, Health and Safety, Data Protection, etc.; • safeguard our assets;
- ensure the efficient running of our activities.

All Workers, Members and Trustees must adhere to these policies and guidelines. Failure to do so could have implications for the church. Violation of these policies could result in a Member being asked to leave.

## 1.3 Glossary of Terms

The following terms used throughout this Handbook have specific meanings and are defined here to avoid confusion:

**The Church** – Brighton Road Baptist Church

**Staff** – Employees and Ministers

**Employees** – people who are paid to work for the church and are not Ministers

**Minister(s)** – ordained members of staff

**Volunteers** – people who carry out a specific role within the church without being paid

**Workers** – Staff and Volunteers

**Trustees** – are made up of the Deacons and Minister(s)

**Deacons** – the group of members responsible for the management of the church's affairs

**Leadership Team** – comprises the Deacons and Ministers

**Members** – those who have been accepted as member of the church according to the Governing Document

## 2 Employment

### 2.1 Equal Opportunities

The Church is committed to the promotion of equality of opportunity in all fields of its activity in conformity with this Policy Statement.

#### 2.1.1 Definitions

- **'Protected Characteristic'** refers to gender, sexual orientation, colour, race, nationality or ethnic or national origins, marriage and civil partnership, pregnancy and maternity, disability, age, gender reassignment or religion or belief.
- **'Direct Discrimination'** is where a person is treated less favourably than others are, or would be, for a reason related to one or more of the 'Protected Characteristics'.
- **'Indirect Discrimination'** occurs where an individual is subject to a provision, criterion or practice which one protected group finds more difficult to comply with than another (even though the provision is neutral)

#### 2.1.2 Policy Statement

The Church is an equal opportunities employer and will seek to ensure that:

- every applicant for a job and every employee has the right not be treated less favourably as a result of one or more Protected Characteristics except in relation to religious belief. where being a Christian or complying with a requirement related to religious belief, is an occupational requirement having regard to the ethos of the Church and the nature of the employment or the context in which it is carried out;
- persons already employed will be made aware of the provisions of this policy;
- the application of any recruitment, training and promotion policies will be solely on the basis of job requirements and the individual's ability and fitness for that work;
- all persons responsible for the selection, management and promotion of employees will be given information and/or training to enable them to minimise the risk of discrimination;
- appropriate training will be provided to enable employees to perform their jobs effectively and uphold the commitment to equality of opportunity;
- encouragement is given to all employees to take advantage of opportunities for training;
- any age limits imposed for entry to training will be objectively justified as a proportionate means of achieving a legitimate aim and will not unnecessarily exclude certain groups of employees;
- recruitment, literature and advertisements will not imply that there is a preference for one group of applicants as against another unless there is an occupational requirement which will be clearly stated and the application of that requirement is a proportionate means of achieving a legitimate aim;
- applicants for posts will be given clear, accurate and sufficient information through advertisement, job descriptions and interviews, to enable them to assess their own suitability for a post;
- the requirements of job applicants and existing members of staff who have or have had a disability will be reviewed to ensure that reasonable adjustments are made to enable them to enter into or remain in employment with the Church; promotion opportunities, benefits and facilities of employment will not be unreasonably limited and every reasonable effort will be made to ensure that disabled staff participate fully in the workplace;
- employment policies and procedures will be kept under review, in appropriate cases by formal monitoring routines, to ensure that they do not operate against the Church's Policy Statement;

- where it appears that the Church's Policy Statement is not being observed, the circumstances will be investigated to see if there are any policies or criteria which exclude or discourage employees and, if so, whether these policies and criteria are justifiable;
- appropriate action will be taken where necessary to redress the effects of any action, policy or criteria which are found to have unjustifiably limited the observance of the Church's Policy Statement;
- particular care will be taken to deal with any complaints of unlawful discrimination and harassment on the grounds of a Protected Characteristic;
- a criminal record is not in itself a bar to being appointed to any post. only relevant offences will be taken into account when appointing to a post where a DBS check is required.

## 2.2 Working with Ex-Offenders

As an organisation using the Disclosure and Barring Service (DBS) to assess applicants' suitability for positions of trust, this church undertakes to treat all applicants for positions fairly. It undertakes not to discriminate unfairly against any subject of a Disclosure on the basis of conviction or other information received.

We welcome people to serve the Church on the basis of the right mix of talent, skills, character, potential and call of God, including those with criminal records.

Only where an applicant is applying for a post that requires an enhanced or standard DBS check will they be required to provide one as part of the application process.

A criminal record will not necessarily be a bar to a person serving with children and young people or vulnerable adults. This will depend on the nature of the position and the circumstances and background of the offences.

In order to protect the confidentiality of those with criminal records we will access Disclosures through Due Diligence Checks.

We will invite the Baptist Union's National Safeguarding Officer to advise us in the appointment process when necessary, and we agree to act on their advice for the protection of children and young people and adults at risk.

## 2.3 On-going Management and Development

### 2.3.1 Terms and Conditions of Service

The Church will treat all Workers equally and create a working environment which respects their diverse backgrounds and beliefs. Terms and conditions of service for employees will comply with anti-discrimination legislation. This includes the provision of benefits such as flexible working hours, maternity, parental and other leave arrangements, performance appraisal systems and dress code.

### 2.3.2 Induction

When a new employee joins the Church he or she will be welcomed by their line manager or another member of staff who has been given this responsibility, shown round the premises, introduced to other members of the team and given an induction appropriate to the job role they will undertake. The briefing will also include details of the sickness, expenses, leave, hours of attendance, security arrangement and training; and a review of this Policy Handbook.

The induction procedure will take place within two months of the individual joining the Church (unless justifiable reasons have been recorded). A record confirming the content and the date of the individual's induction will be kept on the individual's personnel file.

### **2.3.3 Support and Supervision**

Where appropriate, Employees will have regular support and supervision meetings with their line manager. The purpose of support and supervision meetings is to enable both the Employee and their manager to discuss and progress work-related matters and to resolve any issues that may have occurred.

#### **2.3.3.1 Appraisals for Employees**

All Employees will receive regular annual appraisals undertaken by their identified manager. The aim of appraisals is to discuss with individual employees the effectiveness of their work. They should involve objective setting and be tailored to the skills of the individual. Appraisals are also used to record training and development needs. Summaries of the actions proposed as a result of these discussions are to be recorded for future reference.

The appraisal procedure is not to be used for disciplinary purposes, however where there are areas for development, these should be identified and remedies worked out. It is very important during these discussions that the employee is able to put across their point of view and express any differences of opinion they may have. It must be stressed however that actual or perceived difficulties should be aired as soon as possible and never wait to be raised during a performance review.

#### **2.3.3.2 Appraisal for Ministers**

We recommend that our Ministers use the Guided Self Appraisal framework provide by the Baptist Union. This guided self appraisal places the main responsibility with the Minister who will ask someone to work voluntarily as a guide during the process of the appraisal. It enables the Minister to take stock of strengths and calling, to spend time thinking about the work and demands of ministry and provides an opportunity to reflect upon their own personal spiritual journey, where this is leading and whether there are areas that may need strengthening.

At the end of the self appraisal, the minister will be encouraged to devise strategies for meeting the needs that have been discovered during the process and will be helped to identify appropriate resources.

Throughout the process, the minister remains in control. Although the guide may want to encourage a particular course of action, it remains an option for the minister to accept or reject this guidance. Similarly, the minister may decide that they do not want to seek information from the local church nor share the outcome of the appraisal with the Church or the Regional Minister.

#### **2.3.3.3 Managing volunteer performance**

The Church aims to ensure that all its volunteers are adequately supervised and supported to work to the performance and behavioural standards required. The Church is committed to addressing any issues in performance, behaviour or attitude via support and supervision. The management of volunteers within the Church will be fair, transparent, objective and respectful.

Although formal appraisals will not be carried out, reviews may take place from time to time with volunteers to ensure that any issues are being raised and addressed and also to solicit their input on any areas for improvement in the running of the Church.

### **2.3.4 Performance Management Process**

Should any problems arise with employees' performance, they will be dealt with under the process outlined below and the employee will be made aware in writing of the particular issue and of each stage of the process, what it will entail and who will be involved. In the case of volunteers this is not a disciplinary process but should an employee be believed to have acted in a manner that has affected or could seriously affect the Church or its activities, the process outlined below will be followed.

An employee can be accompanied to any meeting by someone from the Church (either another employee or volunteer) at any stage of the process, but their role will be as a supporter, not an advocate.



Throughout the performance management process, details of the issue will only be shared with the relevant people in the Church. This will include the person to whom the employee reports and may also include a limited number of Trustees. At no time will details be shared more widely within the Church. A number of Trustees will need to remain independent in case the employee wishes to raise a complaint at a later stage.

Throughout the process, the employee will be given reasonable notice of any meetings and clear information about what is to be discussed and will be able to put over their point of view. Minutes of each meeting shall be taken and agreed by both parties.

At the start of each step, the Church Secretary should review the situation and confirm that the employee has been dealt with properly and fairly so far.

#### **2.3.4.1 Informal Reviews**

It is hoped that perceived problems will be picked up during regular support and supervision meetings with employees. These meetings will be undertaken by the person to whom the employee reports. Many 'problems' are simply due to a lack of skills or knowledge, or a lack of support, inappropriate roles etc., and will be relatively easy to put right. Consideration will be given to any special requirements the employee may have and reasonable adjustments made.

A written record of any supervision and support meetings will be kept. Action agreed by both parties will be followed up within an agreed and appropriate timescale.

Sometimes, an employee may be unaware that they are doing something wrong. The Church will advise the employee of what is expected of them and be given feedback on their progress.

Informal methods of resolution may include coaching, shadowing or training, other forms of learning, one-to-one support, or even a change of role. The Church will consider other suitable roles for its employees where appropriate.

#### **2.3.4.2 Formal Reviews**

Where informal measures do not resolve the problem, the employee will be invited to a formal meeting with the person to whom they report and the Church Secretary. The aim of the meeting is to agree an action plan to remedy the problem and improve performance or behaviour, with appropriate timescales. The employee will be reminded what the problem is and what standards they need to achieve. The employee will be able to present their point of view and explain the situation from their perspective.

If the issue is not resolved within the agreed timescale, another meeting involving the employee, the person to whom the employee reports and the Church Secretary will be called at reasonable notice (not less than one week). This meeting may result in an employee having their contract of employment terminated or a volunteer being asked to leave.

## **2.4 Disciplinary Action**

This procedure is designed to help and encourage all employees of the Church to achieve and maintain standards of conduct, attendance and performance in their ministry/work. The aim is to ensure consistent and fair treatment for all. This procedure applies to all employees of the Church and will normally be followed where a breach of discipline occurs but the procedure is not contractually binding upon the Church and is for guidance only.

Where possible, matters will be dealt with informally, but where the matter is more serious either a capability hearing or a disciplinary hearing will be held (see Appendix 2, Sections 9.1 and 9.2).

### **2.4.1 Principles**

- No disciplinary action will be taken against an employee until the case has been fully investigated.

- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct for which an individual may be dismissed without notice or payment in lieu of notice.
- An employee will have the right to appeal against any disciplinary penalty imposed.
- The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

## **2.4.2 Concurrent Procedures**

In the event that an employee submits a grievance during a disciplinary procedure, the Church may at its discretion, decide whether to suspend the disciplinary procedure in order to fully consider the grievance, or to deal with both procedures concurrently, where the issues are related.

### **2.4.2.1 Establishing the facts**

The Church will investigate, without delay, any allegation or indication of poor performance or misconduct. In some cases, this will require an investigatory meeting, held by a senior church representative, to establish the true facts in the matter.

The Church may consider it necessary to suspend the employee on full pay pending investigation.

### **2.4.2.2 Suspension**

The Church may at any time suspend the employee for a reasonable period of time, during any period in which the Church is carrying out a disciplinary investigation into any alleged acts or defaults of the employee. During any period of suspension, the employee shall continue to receive their salary and contractual benefit. This is not disciplinary action, but a neutral act pending the outcome of the investigation.

### **2.4.2.3 Informing the employee**

If, following the investigation, either misconduct or unsatisfactory performance is confirmed and it is felt that there is a disciplinary case to answer, the employee will be asked to attend a formal meeting and the employee will be notified in writing that disciplinary action may follow. This notification will contain sufficient information about the alleged misconduct or poor performance to allow the employee to prepare a response for any disciplinary hearing. It will also include any evidence gathered during the investigation, which supports the decision to take disciplinary action.

The employee will also be informed of the time, date and venue of the disciplinary hearing, and advised of the employee's right to be accompanied by a colleague or trade union representative.

### **2.4.2.4 Disabilities**

Consideration should always be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to the employee's working arrangements, including changing his/her duties or providing additional equipment or training. The Church may also consider making adjustments to this procedure in appropriate cases.

If the employee wishes to discuss this or inform the Church of any medical condition which they consider relevant, they should contact their supervisor or the Church Secretary.

### **2.4.2.5 Confidentiality**

The Church's aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter, which is subject to this disciplinary procedure.

The employee and anyone who accompanies them (including witnesses) must not make electronic recordings of any meetings or hearings conducted under this procedure.

The employee will normally be told the names of any witnesses whose evidence is relevant to their disciplinary hearing, unless the Church believes that a witness's identity should remain confidential.

### 2.4.2.6 Notification of a hearing

If the Church considers that there are grounds for taking formal action over alleged poor performance, the employee will be required to attend a capability hearing. The Church will notify the employee in writing of its concerns over the individual's performance, the reasons for those concerns, and the likely outcome if it decides after the hearing that the employee's performance has been unsatisfactory. The Church will also include the following where appropriate:

- a summary of relevant information gathered as part of any investigation;
- a copy of any relevant documents which will be used at the capability hearing;
- a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case the Church will give the employee as much information as possible while maintaining confidentiality.

The Church will give the employee written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but the employee will be given a reasonable amount of time, to prepare their case based on the information which the Church gives them.

### 2.4.2.7 Right to be accompanied at hearings

The employee may take a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union official or a fellow employee. The employee must tell the manager conducting the hearing who their chosen companion is, in good time before the hearing.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. There is no duty on employees to act as a companion if they do not wish to do so.

If the chosen companion will not be available at the time proposed for the hearing the employee may request that the hearing be postponed to a day not more than five working days after the day proposed by the Church. If the time proposed is reasonable, and the employee representative is able to attend, the hearing will be postponed until that time.

Whilst the companion may address the hearing and confer with the individual during the hearing, they do not have the right to answer questions on the part of the individual.

If the employee's choice of companion is unreasonable the Church may require them to choose someone else, examples include:

- if, in the Church's opinion, the employee's companion may have a conflict of interest which may prejudice the hearing;
- if the employee's companion works at another site and someone reasonably suitable is available at the site at which they work;
- if the employee's companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

The Church may, at its discretion, allow the employee to take a companion who is not an employee or union official (for example, a member of their family) where this will help overcome a particular difficulty caused by a disability, or where the employee has difficulty understanding English.

## 2.5 Grievance

The Church realises the importance of good working relationships. For this reason, it aims to establish an atmosphere in which problems can be discussed and resolved by encouraging open communication. The Church also believes that it is in everyone's best interest to ensure that employee's grievances are dealt with quickly and fairly and that a grievance procedure enables individuals to raise issues with management that affect them in the workplace.

The Church will try to resolve, as quickly as possible, any grievance which an employee may have about their work or about actions of the Church, the Members or the employee's colleagues. The procedure is non-contractual but applies to all employees who should familiarise themselves with its provisions.

Where Ministers have a grievance the Church will use the Baptist Union procedure entitled "Grievance Procedures for Baptist Ministers in Pastoral Charge", found at <https://www.baptist.org.uk/Publisher/File.aspx?ID=111426&view=browser>.

### 2.5.1 Concurrent Procedures

In the event that an employee submits a grievance during a disciplinary procedure, the Church may at its discretion, decide whether to suspend the disciplinary procedure in order to fully consider the grievance, or to deal with both procedures concurrently, where the issues are related

### 2.5.2 Mediation

In appropriate circumstances, the Church may suggest mediation as a means of addressing a grievance. Mediation may take the form of a neutral mediator, assisting parties to reach an amicable outcome to a grievance. Mediation will usually take the form of an open session between all affected parties and the mediator at which each party will state its case, followed by a series of meetings between each party and the mediator.

## 2.6 Mentoring

The Church requires all paid members of our ministry team, and encourages all volunteer pastoral staff to have a mentor to help them remain effective in their ministry. Our understanding of mentoring is that:

- a mentor is a personal advocate in the individual's private life;
- a mentor is an experienced and trusted adviser;
- the choice of mentor is always down to the individual;
- the agenda and frequency of meetings are always set by the individual and the content remains confidential.

A mentor:

- takes a long-range view on growth and development;
- helps the individual see the destination but does not give a detailed map of how to get there;
- offers encouragement and cheerleading, but not "how to" advice.

A mentor does not:

- act in the same way as a coach or a counsellor;
- tell the individual how to do things;
- provide support on specific, short-term problems;

## 2.7 Flexible Working

The Church will consider requests from employees for flexible working, which could include part-time work, working from home or job-sharing. To be eligible an employee must have been continuously employed for 26 weeks at the point of making the request.

The employee must specify in a written application the change in their contract that they seek and the date on which they would like the change to be implemented. The employee must also specify the effect that they think the change will have on the Church and suggest how these effects could be dealt with. Each employee may only make one application per year.

The Church will aim to handle the request as quickly as possible and will in any event deal with the whole process, including any appeal, within a three-month period. Once a written request has been received, the Church will arrange to meet with the employee, and the employee has the right to be accompanied. The application will be considered carefully but may be refused due to the burden of additional costs, a detrimental effect on the ability to meet 'customer demand', the inability to reorganise work among existing staff and a detrimental impact on quality or performance.

The Church will give their decision to the employee in writing. Where the decision is to refuse the application, we will state which of the grounds for refusal are considered to apply, explain why those grounds apply in relation to the application, and advise the employee of their right to appeal. An employee does have the right to appeal against the employer's decision.

If a flexible pattern of working is agreed this will be confirmed formally. Once a flexible arrangement is agreed, the employee does not have a right to revert to the previous arrangement. However, a trial period will normally be arranged in which the new arrangements can be tested, providing an option to return to the previous way of working.

## 2.8 Maternity Leave

Statutory Maternity Leave is 52 weeks and is made up of:

- Ordinary Maternity Leave - first 26 weeks
- Additional Maternity Leave - last 26 weeks

A member of staff is not required to take 52 weeks but must take at least 2 weeks' leave after a baby is born.

Usually, the earliest date Maternity leave can start is 11 weeks before the expected week of childbirth and will automatically start:

- the day after the birth if the baby is early
- automatically if the member of staff is off work for a pregnancy-related illness in the 4 weeks before the week that the baby is due

Pregnant members of staff will be given paid time off work to attend appointments for antenatal care.

Statutory maternity pay will be paid at the rate of 90% of the employee's normal weekly earnings for the first six weeks and at a flat rate up to 33 further weeks.

In order to claim maternity pay a member of staff must have:

- 26 weeks' continuous service up to and including the 15th week before the expected week of childbirth;
- Become pregnant and have reached or given birth before reaching the start of the 11th week before the expected week of childbirth;
- Have started a period of maternity leave
- Average weekly earnings for the 8 weeks up to and including the 15th week before the expected week of childbirth equal to at least the lower earnings limit for the payment of primary class one national insurance contributions.
- Given 28 days' notice to the Church of the date when she expects liability for statutory maternity pay to begin or if 28 days' notice was not reasonably practicable, such lesser notice as was practicable;
- Produced medical evidence of the pregnancy and of the expected week of childbirth.

## 2.9 Paternity Leave

Fathers who have completed 26 weeks' continuous service ending with the week preceding the fourteenth week before the expected week of childbirth may take two weeks' paternity leave within 56 days of a child's birth and will be paid statutory paternity pay or 90% of the employee's normal weekly earnings if that is lower.

Fathers must give the Church 28 days' notice of their intention to take paternity leave.

## 2.10 Shared Parental Leave

Staff may be entitled to Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) where they are the parents of children born or adopted after 5 April 2015.

Staff can start SPL if they're eligible and they or their partner end their maternity or adoption leave or pay early. The remaining leave will be available as SPL. The remaining pay may be available as ShPP. (ShPP is paid at the same rate as SMP). Sometimes only one parent in a couple will be eligible to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP). This means that they can't share the leave.

Eligible staff can take SPL in up to 3 separate blocks. They can also share the leave with their partner if they're also eligible. Parents can choose how much of the SPL each of them will take.

For example, a mother could end her maternity leave after 12 weeks, leaving 40 weeks (of the total 52 week entitlement) available for SPL. If both the mother and her partner are eligible, they can share the 40 weeks. They can take the leave at the same time or separately.

SPL and ShPP must be taken between the baby's birth and first birthday (or within 1 year of adoption).

To qualify for SPL, the child's mother (or adoptive parent) must be eligible for either maternity leave or pay, Maternity Allowance or adoption leave or pay. The member of staff must also:

- have worked for the Church continuously for at least 26 weeks by the end of the 15th week before the due date (or date they are matched with their adopted child)
- still be employed by the Church while they take SPL
- give the Church the correct notice including a declaration that their partner meets the employment and income requirements which allow the employee to get SPL

## 2.11 Adoptive Parents

Parents who adopt a child will be entitled to one year's adoption leave commencing either on the date on which the child is placed for adoption or on a date no more than 14 days before the expected date of placement.

To be eligible for adoption leave, a parent must have completed 26 weeks' service by the time they are matched with a child.

Where a couple jointly adopt, only one of them will be entitled to take adoption leave but the other parent will be entitled to take statutory paternity leave.

The member of staff must give the Church notice of their intention to take adoption leave within seven days of being notified of having been matched with a child.

Statutory adoption pay will be paid for 39 weeks at the same flat rate as statutory maternity pay.

## 2.12 Parental Leave

Employees with at least one year's continuous service are entitled to take unpaid parental (called 'Ordinary Parental Leave) for the purpose of caring for the child if they are the parent of a child who is under 18 years old, or if they have adopted a child under the age of 18. Employees may take a maximum of 18 weeks' unpaid parental leave. The employee's right to take leave lasts until a child's 18th birthday. Ordinary parental leave is available for each child. If an employee has, for example, two children under the age of 18, he or she may take 18 weeks' unpaid parental leave in respect of each of those children.

Leave can be taken in blocks or multiples of one week (unless the child has a disability in which case leave may be taken in blocks of one day) and employees may be required to give notice of their intention to take leave.

Employees may only take four weeks' leave in any twelve-month period and leave may be postponed by the Church for up to six months where the work of the Church would be unduly disrupted. However, leave cannot be postponed when the employee gives notice to take it immediately after the time the child is born or is placed with the family for adoption.

## 2.13 Time Off for Dependants

Employees are entitled to a reasonable amount of unpaid time off in order to take action which is necessary:

- a) to provide assistance on an occasion when a dependant falls ill, gives birth, is injured or assaulted;
- b) to make arrangements for the provision of care for a dependant who is ill or injured;
- c) in consequence of the death of a dependant;
- d) because of the unexpected disruption or termination of arrangements for the care of the dependant;
- e) to deal with an incident which involves a child of the employee and which occurs unexpectedly in a period during which no educational establishment which the child attends is responsible for him.

This right does not arise unless the employee informs the Church of the reason for their absence as soon as reasonably practicable and tells the Church how long they expect to be absent.

For these purposes, a dependant means a spouse, a child, a parent, or a person who lives in the same household as the employee, otherwise than by being his employee, tenant, lodger or boarder.

For the purposes of (a) and (b) above, dependant also includes any person who reasonably relies on the employee for assistance on an occasion when the person falls ill or is injured or assaulted or to make arrangements for the provision of care in the event of illness or injury.

For the purpose of (b) above, dependent includes any person who reasonably relies on the employee to make arrangements for the provision of care.

## 2.14 Retirement

### 2.14.1 Retirement Age

The Church does not have a fixed retirement age. This position will be reviewed periodically with a view to introducing a fixed retirement age if this would reflect the needs of the Church and providing the change can be objectively justified.

Staff are free to retire when they wish to do so and will not be pressurised into retiring because they have reached, or are approaching, a certain age.



## 2.14.2 Discussing Future Plans

The Church encourages all staff to discuss their short, medium and long-term plans as the need arises. We may also want to initiate these discussions with staff in order to plan for the needs of the Church.

If a workplace discussion does take place, then we will aim to make it as informal as possible. We will not assume that staff want to retire just because they are approaching a certain age and will not make discriminatory comments, suggesting that they should move on due to age.

We will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If there are problems with performance or ill-health, these will be dealt with in the usual way, through the Capability procedure or Sickness Absence procedure.

## 2.14.3 Giving notice of retirement

Once a member of staff has decided to retire, they should give at a minimum the notice they are obliged to under their contract or terms of employment.

## 2.15 Staff Pensions

All staff who are aged between 22 and State Pension Age and who earn over the automatic enrolment earnings trigger (as defined annually by the Government) will be offered membership of the Baptist Pension Scheme. There are two sections which the member of staff can choose between (more details will be provided at the time of making a choice).

- **Ministers and Staff section**, which requires higher levels of contribution and offers death and income protection benefits.
- **Basic section**, which has lower levels of contribution but does not provide income protection benefits.

A member of staff choosing not to join either of these sections, will be auto-enrolled into the National Employment Savings Trust - Government Pension scheme (NEST). Further details will be provided at the time the member of staff is making their choice. The member of staff will have the option to opt out from this scheme, in which case they will be automatically re-enrolled every 3 years starting from February 2020 (again with an option to opt out). If they remain in the scheme the contributions will be in line with the requirements of the scheme.

Staff aged between 22 and State Pension Age who earn above the lower level of qualifying earnings as set by the Government but below the automatic enrolment earnings trigger, will be admitted to the scheme of their choice (as described above) on request, but this will not be automatically offered and auto-enrolment will not apply.

Other member of staff (i.e. those under age 22, aged over State Pension Age or earning below the lower level of qualifying earnings) will not be entitled to a pension provided by the Church.

# 3 Finance

## 3.1 Reserves

### 3.1.1 Background

Reserves are required to meet future shortfalls in income or unexpected expenses.

The Church is reliant for our income on free will offerings, supplemented by the proceeds of hiring out of the premises. If income were to drop suddenly, then reserves would be needed to cover the income lost less whatever

savings could quickly be made from expenditure. If the fall is a longer-term loss of income, more significant cuts in expenditure would need to be made. Reserves would be needed to tide us over the period in which these cuts could be put into place.

### 3.1.2 Level of Reserves Required

We will hold the greater of the following two calculations:

1. One month's budgeted expenditure.
2. The difference between the budgeted levels of expenditure based on nine months of any costs associated with employees/ministers, six months' worth of giving to Home Mission Fund and BMS World Mission, three months' worth of all other budgeted items, and six months of our budgeted income from offerings and tax reclaims.

A minimum of one month's budgeted income should enable us to meet any short-term volatility in income. We are committed to certain items of expenditure, even if our income were to fall dramatically. For example, if we were considering reducing staffing levels, some future cost would still be incurred (e.g. redundancy costs, pay during the notice period). Ensuring reserves are at least equal to the second calculation will enable us to meet expenses we are committed to in the event of a longer term fall in income.

The amount will be calculated each year when the budget is set for the following year.

### 3.1.3 Corrective Action

If our reserve levels fall below the required amount, we will consider deferring/ceasing certain items of expenditure.

### 3.1.4 Monitoring and reviewing the policy.

The deacons receive monthly reports of income and expenditure, and these are monitored to ensure that our reserve level is adequate.

The policy will be reviewed each year together with the proposed budget.

## 3.2 Spending limits

The Deacons can approve expenditure of up to £2,000 on any single item. Expenditure above this amount will normally require church meeting approval. The exception is an emergency repair to the church building, manse or equipment that cannot wait until the next church meeting. In this case details of the expenditure should be presented to the next church meeting.

Expenses approved in the church budget (e.g. insurance) will not require further church meeting approval.

Three quotations should be obtained for any new item of work or equipment to be purchased where the expenditure is over £500. The deacons will agree which provider to use (this will not necessarily be the cheapest in all cases). In some instances, work may be agreed with only one quote:

- Where there is an existing relationship with a local provider and no concerns have been raised about previous work (e.g. Fletchers Facilities for work on the boilers and heating).
- An emergency repair.
- Work where only one or two providers are willing and able to provide a quotation.

## 3.3 Authorisation

Four of the Deacons will be designated as authorised signatories on all church accounts. The Treasurer will normally be one of these and will be the main contact for the accounts.

All cheques, direct debits and standing orders will require two signatures.

All on-line payments, except for transfers between different BRBC accounts, will require to be set up by one signatory and authorised by another. Transfers between BRBC accounts can be done by a single user.

Any cheques or on line payments to an authorised signatory or a family member of an authorised signatory should be signed/approved by two other authorised signatories.

The Church Administrator(s) will be provided by a business card on the CAF account, for one-off purchases where the vendor will not invoice the Church directly. All business card payments will be recorded on the spreadsheet held on Dropbox.

- Payments up to £75.00 can be made without seeking prior authorisation.
- Payments over £75.00 but below £250.00 can be made, but prior authorisation should be obtained from one of the authorised signatories to the Church account (this must not be a family member of the Church Administrator).
- The total payments made in any one day cannot exceed £250.00, as there will be insufficient funds in the current account. Any payment that takes the daily total above £250.00 will fail.

The Church Administrator(s) will be provided with on-line access to the CAF account in order to check balances only. They will not be permitted to set up or authorise payments.

## 4 Health and Safety

The church recognises and accepts its responsibilities for providing a safe and healthy environment with a view to ensuring the health, safety and welfare of all those who use the Church premises.

For this reason, the Church will take all necessary steps within its power to meet its responsibilities, in so far as is reasonably practicable by, among other arrangements:

- the maintenance of the Church premises in a condition that is safe and without risk to health, and the provision and maintenance of means of access to and egress from it that are safe and without such risks;
- the provision and maintenance of furnishings and equipment which are safe and without risks to health;
- assessing the risk to the health and safety of those who use the Church premises;
- ensuring safety and absence of risks to health in connection with the use, handling, storage and transport of articles and substances;
- the provision of such information, instruction, training and supervision as is necessary to ensure the health and safety of those who use the Church premises;
- the provision and maintenance of a proper environment for all Workers that is without risks to health, and adequate as regards facilities and arrangements for their welfare;
- consulting where necessary with all Workers on the implementation of any changes to this policy;
- ensuring that adequate funds and resources are made available for carrying out this policy.

The Church will appoint a Health and Safety Officer who will work with the Trustees and paid staff to ensure this policy is implemented, but the Trustees remain responsible for the formulation of the policy and for the issuing of supplementary policy statements where necessary. The Health and Safety Policy will be adopted annually by Members at the Annual General Church Meeting.

The Health and Safety Officer will:

- carry out appropriate risk assessments (these to be reviewed annually) of the Church's premises and activities and report to the Trustees as necessary;
- co-ordinate the implementation of the Church's Health and Safety Policy (including Fire Safety);
- carry out investigations of any accidents and recommend measures for preventing their recurrence;
- ensure that accident and other appropriate records are maintained and returned to the appropriate bodies;

- ensure that all appropriate arrangements are made for first aid;
- ensure that all relevant Food Safety legislation is complied with;
- ensure that safety training courses are arranged, as may be necessary or desirable, so that specific legal requirements are adhered to and that any changes in such requirements are complied with and communicated to employees, leaders, helpers and volunteers as necessary;
- ensure that, where necessary all relevant safety regulations are prominently displayed and that all emergency procedures notices are exhibited and clearly visible at all times;
- ensure that access to and from emergency exits and fire equipment are not impaired and that corridors and stairs are kept free from obstructions other than of a temporary and partial nature.

All Workers will:

- take reasonable care of their health and safety, and of the health and safety of other persons who may be affected by a person's acts or omissions while working or helping;
- as regards any duty or requirement imposed on the Church or any person by or under any of the relevant statutory provisions, co-operate with the Church so far as is necessary to enable that duty or requirement to be performed or complied with;
- ensure that they shall not intentionally or recklessly interfere with or misuse anything provided in the interest of health, safety or welfare, in pursuance of any of the relevant statutory provisions;
- make themselves familiar with and conform to the Health and Safety Policy of the Church at all times;
- observe all safety rules, procedures and codes of practice at all times, and in particular, be fully conversant with the procedures to be followed in the event of a fire or any other emergency;
- conform to all the Food Safety regulations that are applicable to themselves;
- co-operate with the Church to enable it to carry out the duties and requirements under the provision of all health and safety regulations, including participating in any training if called upon to do so;
- report to the Church's Health and Safety Officer all accidents or hazardous occurrences or dangers whether persons are injured or not as soon as is reasonably practicable;
- ensure that all working equipment and materials used by them are in a safe and serviceable condition and that no cables or wires are left in such a position as to be likely to cause anyone to trip;
- have regard to the possible consequences of their actions on the health, safety and welfare of all those persons who at any time and for whatever purpose may or will use the Church premises.

# 5 Data Protection

## 5.1 Policy statement

Brighton Road Baptist Church is committed to protecting personal data and respecting the rights of our data subjects; the people whose personal data we collect and use. We value the personal information entrusted to us and we respect that trust, by complying with all relevant laws, and adopting good practice.

We process personal data to help us:

- maintain our list of church members;
- provide pastoral support for members and others connected with our church;
- provide services to the community including organisations using our premises;
- safeguard children, young people and adults at risk;
- recruit, support and manage staff and volunteers;
- maintain our accounts and records;
- administer gift aid claims;
- promote our services, activities and events;
- maintain the security of property and premises;
- respond effectively to enquirers and handle any complaints.

This policy has been approved by the church's Trustees who are responsible for ensuring that we comply with all our legal obligations. It sets out the legal rules that apply whenever we obtain, store or use personal data.

### 5.1.1 Why this policy is important

We are committed to protecting personal data from being misused, getting into the wrong hands as a result of poor security or being shared carelessly, or being inaccurate, as we are aware that people can be upset or harmed if any of these things happen.

This policy sets out the measures we are committed to taking as an organisation and, what each of us will do to ensure we comply with the relevant legislation.

In particular, we will make sure that all personal data is:

- processed lawfully, fairly and in a transparent manner;
- processed for specified, explicit and legitimate purposes and not in a manner that is incompatible with those purposes;
- adequate, relevant and limited to what is necessary for the purposes for which it is being processed;
- accurate and, where necessary, up to date;
- not kept longer than necessary for the purposes for which it is being processed; • processed in a secure manner, by using appropriate technical and organisational means;
- processed in keeping with the rights of data subjects regarding their personal data.

### 5.1.2 How this policy applies

All Workers who process personal information on behalf of the Church, are required to comply with this policy. Anyone who thinks that they have accidentally breached the policy must contact the Data Protection Trustee immediately so that we can take swift action to try and limit the impact of the breach.

Anyone who breaches the Data Protection Policy may be subject to disciplinary action, and where that individual has breached the policy intentionally, recklessly, or for personal benefit they may also be liable to prosecution or to regulatory action.

We will handle personal information of all data subjects of the Church in line with this policy.

Companies who are appointed by the Church as a data processor are required to comply with this policy under the contract with us. Any breach of the policy will be taken seriously and could lead to us taking contract enforcement action against the company, or terminating the contract. Data processors have direct obligations under the General Data Protection Regulations (GDPR), primarily to only process data on instructions from the Church and to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved.

Our Data Protection Trustee is responsible for advising Brighton Road Baptist Church and its staff and members about their legal obligations under data protection law, monitoring compliance with data protection law, dealing with data security breaches and with the development of this policy. Any questions about this policy or any concerns that the policy has not been followed should be referred to the Data Protection Trustee.

Before any personal data is collected or handled by any Worker on behalf of the Church, it is important that this policy is read carefully and what is required of the Worker is understood as well as the Church's responsibilities when we process data.

Our procedures will be in line with the requirements of this policy, but if anyone is unsure about whether anything they plan to do, or are currently doing, might breach this policy they must speak first to the Data Protection Trustee.

### **5.1.3 Training and Guidance**

We will provide general training at least annually for all staff to raise awareness of their obligations and our responsibilities, as well as to outline the law.

We may also issue procedures, guidance or instructions from time to time.

## **5.2 Our data protection responsibilities**

### **5.2.1 What personal information do we process?**

In the course of our work, we may collect and process information (personal data) about many different people (data subjects). This includes data we receive straight from the person it is about, for example, where they complete forms or contact us. We may also receive information about data subjects from other sources including, for example, previous employers.

We process personal data in both electronic and paper form and all this data is protected under data protection law. The personal data we process can include information such as names and contact details, education or employment details and visual images of people.

In some cases, we hold types of information that are called "special categories" of data in the GDPR. This personal data can only be processed under strict conditions.

'Special categories' of data (as referred to in the GDPR) includes information about a person's: racial or ethnic origin; political opinions; religious or similar (e.g. philosophical) beliefs; trade union membership; health (including physical and mental health, and the provision of health care services); criminal proceedings or offences or allegations of offences; genetic data; biometric data; sexual life and sexual orientation.

Other data may also be considered 'sensitive' such as bank details but will not be subject to the same legal protection as the types of data listed above.

## 5.2.2 Making sure processing is fair and lawful

Processing of personal data will only be fair and lawful when the purpose for the processing meets a legal basis, as listed below, and when the processing is transparent. This means we will provide people with an explanation of how and why we process their personal data at the point we collect data from them, as well as when we collect data about them from other sources.

We will only process personal data when at least one of these legal conditions, as listed in Article 6 of the GDPR, is met:

- the processing is necessary for a contract with the data subject;
- the processing is necessary for us to comply with a legal obligation;
- the processing is necessary to protect someone's life (this is called "vital interests");
- the processing is necessary for us to perform a task in the public interest, and the task has a clear basis in law;
- the processing is necessary for legitimate interests pursued by Brighton Road Baptist Church or another organisation, unless these are overridden by the interests, rights and freedoms of the data subject.
- If none of the other legal conditions apply, the processing will only be lawful if the data subject has given their clear consent.

We will only process 'special categories' of personal data when, in addition to the conditions above, one of the extra conditions, as listed in Article 9 of the GDPR, is met. These conditions include, where:

- the processing is necessary for carrying out our obligations under employment and social security and social protection law;
- the processing is necessary for safeguarding the vital interests (in emergency, life or death situations) of an individual and the data subject is incapable of giving consent;
- the processing is carried out in the course of our legitimate activities and only relates to our members or persons we are in regular contact with in connection with our purposes;
- the processing is necessary for pursuing legal claims.

If none of the other legal conditions apply, the processing will only be lawful if the data subject has given their explicit consent. Before deciding which condition should be relied upon, we may refer to the original text of the GDPR as well as any relevant guidance, and seek legal advice as required. If personal data is collected directly from the individual, we will inform them about:

- our identity / contact details and those of the Data Protection Trustee, the reasons for processing, and the legal bases, explaining our legitimate interests and explaining, where relevant, the consequences of not providing data needed for a contract or statutory requirement;
- who we will share the data with;
- if we plan to send the data outside of the European Union;
- how long the data will be stored and the data subjects' rights.

This information is commonly referred to as a 'Privacy Notice' and will be given at the time when the personal data is collected.

If data is collected from another source, rather than directly from the data subject, we will provide the data subject with the information described as above, as well as the categories of the data concerned and the source of that data.

This information will be provided to the individual in writing and no later than one month after we receive the data, unless a legal exemption under the GDPR applies. If we use the data to communicate with the data subject, we will at the latest give them this information at the time of the first communication.

If we plan to pass the data onto someone else outside of Brighton Road Baptist Church, we will give the data subject this information before we pass on the data, unless a legal exemption to informing the data subject applies.

### **5.2.3 When we need consent to process data**

Where none of the other legal conditions apply to the processing, and we are required to get consent from the data subject, we will clearly set out what we are asking consent for, including why we are collecting the data and how we plan to use it. Consent will be specific to each process we are requesting consent for and we will only ask for consent when the data subject has a real choice whether or not to provide us with their data. However, consent can be withdrawn at any time and, if withdrawn, the processing will stop. Data subjects will be informed of their right to withdraw consent and it will be as easy to withdraw consent as it is to give consent.

### **5.2.4 Processing for specified purposes**

We will only process personal data for the specific purposes explained in our privacy notices (as described above in 6.2.2) or for other purposes specifically permitted by law. We will explain those other purposes to data subjects in the way described in 6.2.2, unless there are lawful reasons for not doing so.

### **5.2.5 Data will be adequate, relevant and not excessive**

We will only collect and use personal data that is needed for the specific purposes described above (which will normally be explained to the data subjects in privacy notices). We will not collect more than is needed to achieve those purposes. We will not collect any personal data “just in case” we want to process it later.

### **5.2.6 Accurate data**

We will make sure that personal data held is accurate and, where appropriate, kept up to date. The accuracy of personal data will be checked at the point of collection and at appropriate points later on.

### **5.2.7 Keeping data and destroying it**

We will not keep personal data longer than is necessary for the purposes it was collected. We will comply with official guidance issued to our sector about retention periods for specific records.

### **5.2.8 Security of personal data**

We will use appropriate measures to keep personal data secure at all points of the processing. Keeping data secure includes protecting it from unauthorised or unlawful processing, or from accidental loss, destruction or damage.

We will implement security measures that provide a level of security appropriate to the risks involved in the processing. These will include technical and organisational security measures. In assessing what measures are the most appropriate we will take into account the following, and anything else that is relevant:

- the quality of the security measure;
- the costs of implementation;
- the nature, scope, context and purpose of processing;
- the risk (of varying likelihood and severity) to the rights and freedoms of data subjects;
- the risk which could result from a data breach.

Measures may include:

- technical systems security;
- measures to restrict or minimise access to data;
- measures to ensure our systems and data remain available, or can be easily restored in the case of an incident;
- physical security of information and of our premises;



- organisational measures, including policies, procedures, training and audits;
- regular testing and evaluating of the effectiveness of security measures.

## 5.2.9 Keeping records of our data processing

To show how we comply with the law we will keep clear records of our processing activities and of the decisions we make concerning personal data (setting out our reasons for those decisions).

## 5.2.10 Working with people we process data about (data subjects)

### 5.2.10.1 Data subjects' rights

We will process personal data in line with data subjects' rights, including their right to:

- request access to any of their personal data held by us (known as a Subject Access Request);
- ask to have inaccurate personal data changed;
- restrict processing, in certain circumstances;
- object to processing, in certain circumstances as defined by the GDPR, including preventing the use of their data for direct marketing;
- data portability, which means to receive their data, or some of their data, in a format that can be easily used by another person (including the data subject themselves) or organisation;
- not be subject to automated decisions, in certain circumstances as defined by the GDPR; and
- withdraw consent when we are relying on consent to process their data.

If a worker receives any request from a data subject that relates or could relate to their data protection rights, this will be forwarded to our Data Protection Trustee immediately.

We will act on all valid requests as soon as possible, and at the latest within one calendar month, unless we have reason to, and can lawfully extend the timescale. This can be extended by up to two months in some circumstances as defined by the GDPR.

All data subjects' rights are provided free of charge.

Any information provided to data subjects will be concise and transparent, using clear and plain language.

### 5.2.10.2 Direct marketing

We will comply with the rules set out in the GDPR, the Privacy and Electronic Communications Regulations (PECR) and any laws which may amend or replace the regulations around direct marketing. This includes, but is not limited to, when we make contact with data subjects by post, email, text message, social media messaging, telephone (both live and recorded calls) and fax.

Direct marketing means the communication (by any means) of any advertising or marketing material which is directed, or addressed, to individuals. "Marketing" does not need to be selling anything or be advertising a commercial product. It includes contact made by organisations to individuals for the purposes of promoting the organisation's aims.

Any direct marketing material that we send will identify Brighton Road Baptist Church as the sender and will describe how people can object to receiving similar communications in the future. If a data subject exercises their right to object to direct marketing we will stop the direct marketing as soon as possible.

## 5.3 Working with other organisations and transferring data

### 5.3.1 Sharing information with other organisations

We will only share personal data with other organisations or people when we have a legal basis to do so and if we have informed the data subject about the possibility of the data being shared (in a privacy notice - see Appendix 4), unless legal exemptions apply to informing data subjects about the sharing. Only authorised and properly instructed trustees are allowed to share personal data.

We will keep records of information shared with a third party, which will include recording any exemptions which have been applied, and why they have been applied. We will follow the ICO's statutory Data Sharing Code of Practice (or any replacement code of practice) when sharing personal data with other data controllers. Legal advice will be sought as required.

### 5.3.2 Data processors

Before appointing a contractor, who will process personal data on our behalf (a data processor) we will carry out due diligence checks. The checks are to make sure the data processor will use appropriate technical and organisational measures to ensure the processing will comply with data protection law, including keeping the data secure, and upholding the rights of data subjects. We will only appoint data processors who can provide us with sufficient guarantees that they will do this.

We will only appoint data processors on the basis of a written contract that will require the processor to comply with all relevant legal requirements. We will continue to monitor the data processing, and compliance with the contract, throughout the duration of the contract.

### 5.3.3 Transferring personal data outside the European Union (EU)

Personal data will not be transferred (or stored) outside of the European Union unless this is permitted by the GDPR. This includes storage on a "cloud" based service where the servers are located outside the EU.

We will only transfer data outside the EU where it is permitted by one of the conditions for non-EU transfers in the GDPR

## 5.4 Managing change and risks

### 5.4.1 Data protection impact assessments

When we are planning to carry out any data processing which is likely to result in a high risk we will carry out a Data Protection Impact Assessment (DPIA). These include situations when we process data relating to vulnerable people, trawling of data from public profiles, using new technology, and transferring data outside the EU. Any decision not to conduct a DPIA will be recorded.

We may also conduct a DPIA in other cases when we consider it appropriate to do so. If we are unable to mitigate the identified risks such that a high risk remains we will consult with the ICO.

DPIAs will be conducted in conformity with the ICO's Code of Practice 'Conducting privacy impact assessments'.

### 5.4.2 Dealing with data protection breaches

Where Workers, or contractors working for us, think that this policy has not been followed, or data might have been breached or lost, this will be reported immediately to the Data Protection Trustee.

We will keep records of personal data breaches, even if we do not report them to the ICO.

We will report all data breaches which are likely to result in a risk to any person, to the ICO. Reports will be made to the ICO within 72 hours from when someone in the church becomes aware of the breach.

In situations where a personal data breach causes a high risk to any person, we will (as well as reporting the breach to the ICO), inform data subjects whose information is affected, without undue delay. This can include situations where, for example, bank account details are lost or an email containing sensitive information is sent to the wrong recipient. Informing data subjects can enable them to take steps to protect themselves and/or to exercise their rights.

# 6 Premises

## 6.1 Lettings

The Church will actively seek to use the halls for any activity that primarily furthers the aims of the Church (as set out in the constitution, para. 4.2). Any other lettings are a bonus. The Church will not actively market the premises, nor provide the sort of services that a commercial company would.

We will not let out the premises to any groups whose aims are contrary to the Church's purpose. The Church Administrator will seek guidance from the Trustees if unsure about a particular group's suitability.

The letting fees are set out in Appendix 5, together with additional notes for the use of the Church Administrator.

## 6.2 Noise Management

We aim to be considerate neighbours and acknowledge that we have a responsibility to ensure that any activities taking place on our premises between 11pm and 7am do not generate excessive noise disturbance. The purpose of this Noise Management Plan is to detail the procedures we will adopt to ensure that, as far as possible, disturbance to local residents by activities in the Church after 11pm is minimised.

With the Noise Management Plan, we have the following in place:

- robust policies and procedures applied to activities in the Church;
- an on-going review process;
- a detailed complaints procedure.

### 6.2.1 Background

The Church is usually used only between 8.30am and 10pm with a very limited number of activities taking place or running on after 11pm. One such activity is the use of the Church as a venue for the Horsham Churches Night Shelter between December and March. Other occasional later activities (i.e. after 11pm) include late night services, prayer meetings, church social events and overnight use by visiting groups.

Sources of noise include:

- amplified music (recorded or live) with particular attention to low frequency bass levels, public address systems, television/video;
- attendees leaving the premises.

### 6.2.2 Noise reduction policies

Any bookings of church premises for non-residential activities not involving attendees from the Church must be completed and the Church vacated by 11pm. Only church activities will take place after 11pm.

Overnight use of the Church by any visiting groups will be limited to those with which the Church has strong connections and neither they nor the Night Shelter will be permitted to use the main sanctuary after 11pm.

Those responsible for an activity after 11pm, where amplified music is employed, will ensure that the volume is kept to a level where the music is not audible in the nearest residential property

All windows and doors in the Church shall be closed after 11pm, except for access and egress.

Notices will be displayed on external doors asking users to leave the premises in a quiet and orderly fashion and to be considerate to local neighbours.

### 6.2.3 Complaints Procedure

All complaints relating to noise generated by activities taking place in the Church after 11pm should be made initially to the Church Administrator on 01403 211150 or in person at Reception.

The Church Administrator will then investigate the issue and take appropriate action to avoid any breach of the plan occurring again and will monitor the outcome.

The Administrator will then advise the Deacon of the breach and any actions taken. Any recommendations to amend this Plan will be reviewed at their next meeting.

### 6.2.4 Review

The Deacons shall review the noise management plan at least annually to ensure it remains fit for purpose.

## 6.3 Smoking and Consumption of alcohol

### 6.3.1 Smoking

Smoking, which includes the use of e-cigarettes and vaping, is not allowed anywhere within any Church premises.

Anyone wishing to smoke at the Church building, should do so in the car park away from the entrance doors or any open windows.

### 6.3.2 Consumption of Alcohol

The consumption of alcohol will not normally be allowed within the Church building.

It may be permitted, only by prior permission from the Leadership for specific events. The decision to allow the consumption of alcohol will always be made with the aim of furthering the Kingdom and without causing a weaker follower of Christ to stumble.

## 7 Appendix 1 - Employment

### 7.1 Supervisory Meetings

All supervisory or support meetings should be recorded by completing this form. This is to provide a record and stimulus for regular discussion of the employee's progress and development.

The line manager should complete this form after each supervisory meeting and send it to the employee for their agreement as a fair record of any decision made. A copy of the form should be kept in the employees HR record.

*Complete boxes as relevant:*

<b>Name of Employee</b>		<b>Name of Line Manager</b>	
<b>Date and Time</b>		<b>Meeting Format</b> <i>(delete as appropriate)</i>	Face-to-Face / Phone / Email

<b>Review of any actions from the last supervisory meeting</b>	
<b>Topics for Discussion</b>	
<b>Development Needs Identified</b>	
<b>Actions set for the next meeting</b>	
<b>Date of Next Meeting</b>	
<b>Signature of Line Manager</b>	
<b>Signature of Employee</b>	

## 7.2 Capability Hearings

The aims of a capability hearing will usually include:

- setting out the required performance standards that we believe the employee may have failed to meet, and going through any relevant evidence that the Church has gathered;
- allowing the employee to ask questions, present evidence, call witnesses, respond to evidence and make representations;
- establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;
- identifying whether there are further measures, such as additional training or supervision, which may improve performance;
- where appropriate, discussing targets for improvement and a time-scale for review;

- if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

A hearing may be adjourned if we need to gather any further information or give consideration to matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The church will inform the employee in writing of its decision and its reasons for it, usually within one week of the capability hearing. Where possible the church will also explain this information to the employee, in person.

### **7.2.1 Stage 1: Capability Hearing [improvement note]**

Following a Stage 1 capability hearing, if the church decides that the employee's performance is unsatisfactory, the employee will be given an improvement note, setting out:

- the areas in which they have not met the required performance standards;
- specific targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- a period for review;
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

An improvement note may be authorised by the Church Secretary.

The improvement note will normally remain active for six months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure. However, a permanent record of it will be placed on the employee's personnel file.

The employee's performance will be monitored during the review period and the church will write to the employee to inform them of the outcome:

- if the employee's manager is satisfied with the employee's performance, no further action will be taken;
- if the manager is not satisfied, the matter may be progressed to a Stage 2 capability hearing; or
- if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **7.2.2 Stage 2: Capability Hearing final written warning**

If the employee's performance does not improve within the review period set out in a first improvement note, or if there is further evidence of poor performance while the employee's improvement note is still active, the Church may decide to hold a stage 2 capability hearing. The Church will send the employee written notification as set out above.

Following a Stage 2 capability hearing, if the Church decides that the employee's performance is unsatisfactory, it will give the employee a final written warning, setting out:

- the areas in which the employee has not met the required performance standards;
- specific targets for improvement;
- any measures, such as additional training or supervision, which will be taken with a view to improving performance;
- a period for review;
- the consequences of failing to improve within the review period, or of further unsatisfactory performance.

A final written warning may be authorised by the Church Secretary.

A final written warning will normally remain active for six months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of the employee's personnel record.

The employee's performance will be monitored during the review period and the Church will write the employee to inform them of the outcome:

- if the employee's manager is satisfied with his/her performance, no further action will be taken;
- if the employee's manager is not satisfied, the matter may be progressed to a Stage 3 capability hearing; or
- if the manager feels that there has been a substantial but insufficient improvement, the review period may be extended.

### **7.2.3 Stage 3: Capability Hearing dismissal or redeployment**

The church may decide to hold a stage 3 capability hearing if we have reason to believe:

- the employee's performance has not improved sufficiently within the review period set out in a final written warning; or
- the employee's performance is unsatisfactory while a final written warning is still active; or
- the employee's performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.

The Church will send the employee written notification of the hearing as set out above.

Following the hearing, if the Church finds that the employee's performance is unsatisfactory, the Church may consider a range of options including:

- dismissing the employee;
- redeploying the employee into another suitable job at the same or a lower grade; or
- extending an active final written warning and setting a further review period (in exceptional cases where the Church believes a substantial improvement is likely within the review period)
- giving a final written warning (where no final written warning is currently active). The decision may be authorised by the Church Secretary.

Dismissal will normally be with full notice or payment in lieu of notice, unless the employee's performance has been so negligent as to amount to gross misconduct, in which case the Church may dismiss the employee without notice or any pay in lieu.

### **7.2.4 Appeals against action for capability.**

If the employee feels that a decision about capability under this procedure is wrong or unjust they should appeal in writing, stating his/her full grounds of appeal, to the Church Secretary within one week of the date on which they were informed in writing of the decision.

If the employee is appealing against dismissal, the date on which dismissal takes effect will not be delayed pending the outcome of the appeal. However, if the employee's appeal is successful they will be reinstated with no loss of continuity or pay.

If the employee raises any new matters in their appeal, the Church may need to carry out further investigation. If any new information comes to light, the Church will provide the employee with a summary including, where appropriate, copies of additional relevant documents and witness statements. The employee will have a reasonable opportunity to consider this information before the hearing.

The employee will be given a written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after they receive the written notice.



The appeal hearing may be a complete re-hearing of the matter or it may be a review of the fairness of the original decision in the light of the procedure that was followed and any new information that may have come to light. This will be at the Church's discretion depending on the circumstances of the employee's case. In any event the appeal will be dealt with as impartially as possible.

Where possible, the appeal hearing will be conducted by a manager who was not previously involved in the case and the manager who conducted the capability hearing will also usually be present. The employee may take a companion with them to the appeal hearing.

A hearing may be adjourned if the Church needs to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

Following the appeal hearing the Church may:

- confirm the original decision; or • revoke the original decision; or
- substitute a different penalty.

The Church will inform the employee in writing of its final decision as soon as possible, usually within one week of the appeal hearing. Where possible this will also be explained to the employee in person. There will be no further right of appeal.

### 7.3 Procedure at disciplinary hearings

At the meeting the following procedure will be employed.

- **Statement of complaint**  
The church will set out what the complaint against the employee is and go through the evidence gathered during the course of the investigation.
- **The employee's reply**  
The employee will be given the opportunity to state their case and respond to any allegations made. The employee will be allowed to ask questions and confer with their companion. If the employee accepts that they have done something wrong, steps may be agreed to remedy the situation.
- **General questioning and discussion**  
The person responsible for conducting the meeting may ask the employee for an explanation and will consider whether there are any specific, mitigating circumstances which should be taken into account. If the employee provides sufficient explanation, the proceedings will be brought to a close. If new facts occur at this stage, it may be appropriate for the Church to adjourn the meeting and investigate the matter further before calling the employee back to the adjourned meeting.
- **Summing up**  
At this stage the person responsible for holding the disciplinary meeting should summarise the main points of discussion. The employee will be given the opportunity to add anything further.
- **Adjournment before decision**  
The meeting will be adjourned before a decision is made about the appropriate action. Following the meeting, a decision will be made as to whether or not disciplinary action is justified. Once a decision is made, the employee will be informed in writing within seven days.

Before deciding what, if any, disciplinary action is appropriate, consideration will be given to:

- whether the organisation's rules indicate clearly the likely penalty, as a result of the particular misconduct; (see Capability Hearing document – stage 3);
- whether the standards of performance demonstrated by other employees are considered to be acceptable, and whether the employee in question is not being singled out;

- the employee’s disciplinary record (including current warnings), general work record, work experience, position and length of service;
- the reasonableness of the proposed penalty in the circumstances; and
- whether training, additional support or adjustments to the work are necessary to accompany any disciplinary action.

The employee will be given details of any disciplinary action as soon as a decision is made.

### **7.3.1 First formal action – unsatisfactory performance**

In such cases, the employee will be given an “IMPROVEMENT NOTE” setting out:

- the performance problem;
- the improvement that is required;
- the timescale for achieving that improvement;
- a review date; and
- any support, including any training that the Church will provide to assist the employee.

The employee will be informed that the note represents the first stage of a formal procedure and is equivalent to a first “written warning”. The employee will also be informed that failure to improve could lead to a final written warning and dismissal.

A copy of the note will be kept and used as the basis for monitoring and reviewing performance over a specified period.

If the employee’s unsatisfactory performance, or continued unsatisfactory performance, is sufficiently serious (e.g. where it is having / likely to have a serious harmful effect of the organisation) the employee may be issued directly with a final written warning.

### **7.3.2 First formal action – misconduct**

In cases of misconduct, depending on the seriousness of the misconduct, the employee may be given an improvement note setting out the nature of the misconduct and the change in behaviour required.

The warning will also inform the employee that a final written warning may be considered if there is further misconduct. A record of the warning will be kept by the Church but it will be disregarded for disciplinary purposes after 12 months.

### **7.3.3 Final written warning**

Following the issue of a written warning, if there is still a failure to improve and conduct or performance remains unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning, a FINAL WRITTEN WARNING will be given to the employee. This will give details of the complaint and will warn that dismissal will result if there is no satisfactory improvement, or if further misconduct occurs. The final written warning will advise the individual of the right of appeal. A copy of this final written warning will be kept by the Church but it will be disregarded for disciplinary purposes after 12 months (in exceptional cases the period may be longer) subject to satisfactory conduct and performance.

### **7.3.4 Dismissal**

If conduct or performance is still unsatisfactory and the employee still fails to reach the prescribed standards, DISMISSAL will normally result. The employee will be provided as soon as reasonably practicable with written reasons for dismissal, the date on which employment will terminate and advised of their right of appeal within a specified time.

### 7.3.5 Gross misconduct

The following list is not exhaustive but provides examples of offences which are normally regarded as gross misconduct:

- verbal, physical, sexual or financial abuse of members of the Church;
- theft, fraud, deliberate falsification of records;
- serious breach of confidentiality;
- fighting, assault on another person or bullying;
- deliberate damage to the Church's property;
- serious incapability at work through alcohol or being under the influence of illegal drugs;
- serious negligence which causes unacceptable loss, damage or injury;
- serious act of insubordination;
- serious misuse of the Church's property;
- bringing the Church into serious disrepute;
- a serious breach of health and safety rules;
- a serious breach of confidence;
- failure to adhere to the Statement of Faith required of all members of the church;
- deliberately accessing internet sites containing offensive or obscene material;
- unlawful discrimination or harassment;
- failure to maintain one's personal life in conformity with a good Christian testimony.

If the employee is accused of an act of gross misconduct, they may be suspended from work on full pay, while the Church investigates the alleged offence and pending the outcome of any disciplinary hearing. If, on completion of the investigation and a subsequent disciplinary hearing, the Church is satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

### 7.3.6 Appeals

An employee who wishes to appeal against a disciplinary decision should put their decision to appeal and the grounds of their appeal in writing to the Church Secretary within five working days of the date they were first notified of the decision. The employee has the statutory right to be accompanied by a colleague or a trade union representative to an appeal meeting.

The appeal shall, where possible, be heard by the deacons whose decision shall be final, subject to any overriding decision of the Church Meeting.

The employee will be informed in writing of the outcome of the appeal hearing as soon as possible. This will usually be within 10 working days.

## 7.4 Grievance Procedure

The employee should firstly raise any grievance informally with their supervisor, who in most cases, will be best placed to respond to their complaint. If the employee's grievance concerns their supervisor, they should instead raise their grievance with the Church Secretary.

### 7.4.1 Step 1

If, however, the matter cannot be satisfactorily resolved informally, the employee should raise the matter formally, in writing, giving full details of the nature of the employee's grievance, with their supervisor or the Church treasurer if their grievance is against their supervisor. Where an employee has difficulty expressing themselves because of language or other difficulties, they may seek help from their manager or the Church Secretary.

When stating their grievance, an employee should focus on preparing a factual account of their grievance.

### **7.4.2 Step 2 Meeting**

The supervisor will invite the employee to a hearing in order to discuss the grievance as soon as reasonably practicable. The supervisor will ensure that the meeting will be held in private and the employee should make every effort to attend. The employee has the right to be accompanied by a companion.

### **7.4.3 Right to be accompanied at hearings**

You may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be a fellow employee. You must tell the manager conducting the hearing who your chosen companion is, at least 24 hours before the hearing.

Employees are allowed reasonable time off from duties without loss of pay to act as a companion. There is no duty on employees to act as a companion if they do not wish to do so.

If the chosen companion will not be available at the time proposed for the hearing the employee may request that the hearing be postponed to a day not more than five working days after the day proposed by the Church. If the time proposed is reasonable, and the employee representative is able to attend, the hearing will be postponed until that time.

Whilst the companion may address the hearing and confer with the individual during the hearing, they do not have the right to answer questions on the part of the individual.

If your choice of companion is unreasonable, we may require you to choose someone else, for example:

- if in our opinion your companion may have a conflict of interest or may prejudice the hearing; or
- if your companion works at another site and someone reasonably suitable is available at the site at which you work; or
- if your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days.

We may, at our discretion, allow you to bring a companion who is not an employee (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English. At the meeting the supervisor will invite the employee to detail their grounds of grievance and consult with them on how it may be resolved.

We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.

The supervisor will adjourn the meeting before any decision is taken about how to deal with an employee's grievance. The supervisor will tell the employee when they can reasonably expect a response, if one cannot be made at the time. Usually, the supervisor will confirm any decision or proposed action to the employee in writing within 10 working days of the hearing. If it is not possible to respond within the specified time period the employee will be given an explanation for the delay and told when a response can be expected. The supervisor will set out clearly in writing any action that is to be taken and the employee's right of appeal. Where an employee's grievance is not upheld, the supervisor will explain the reasons.

### **7.4.4 Appeals**

If the employee is dissatisfied with the outcome of the first meeting, they should appeal in writing to the Church Secretary stating their full grounds of appeal, within one week of the date on which the decision was sent or given to them. The Church Secretary will arrange a further meeting with deacons who have not previously been involved in the case. The employee has the right to be accompanied by either a colleague or a trade union representative.

Following the hearing, the employee will be informed of the decision or proposed action. This decision will be final subject to any overriding decision by the Church Meeting. If it is not possible to respond within the specified time period the employee should be given an explanation and told when a response can be expected. There is no further right of appeal.

## 8 Appendix 2 – Health and Safety

### 8.1 Working at Height

The Trustees are committed to managing the hazards of working at height in conformity with current health and safety legislation, with particular regard to safe methods of work and the use of appropriate access equipment. The implementation of the key objectives below is delegated to the 'responsible duty holder'.

The Responsible Duty Holders for the purposes of this policy are the:

- Church Administrator
- Trustees

#### 8.1.1 Objectives

The Trustees have the following key objectives to secure safety for work involving working at height.

- To take all necessary steps to ensure that Trustees, Workers, Members, contractors and any other persons affected by its activities, are made aware of significant working at height hazards.
- To treat all working at height, once identified, in compliance with the relevant legislation, Approved Codes of Practice and current best working practices.
- To carry out such identified 'working at height' tasks in a planned manner based upon prior risk assessment.
- To check that risk assessments for generic working at height tasks address issues arising from the sitespecific working environment.
- To ensure that all relevant contractors adopt a planned approach to working at height, particularly in emergency repair situations.
- To ensure that commissioned works and programmed maintenance contracts allow sufficient resources, so far as is reasonably practicable, to control any risks from working at height.
- To implement a management system for situations where a risk assessment determines that working at height has to be strictly controlled so that risks continue to be minimised, for example, 'a permit to work.'
- To ensure that in high risk situations emergency rescue plans have been prepared, for example, 'suspension trauma' from fall arrest equipment.
- To ensure the provision of appropriate training for Church Trustees and Workers, with Contractors providing evidence of appropriate training during the selection process.

#### 8.1.2 Background

In 2013/14, falls from height were the most common cause of fatalities, accounting for nearly three in ten (29%) fatal injuries to workers (RIDDOR) About 1.5 million working days were lost due to slips and trips and falls, of which 567 thousand working days were due to falls. 39 fatal injuries to workers involved falls from height

#### 8.1.3 Regulations

The Trustees will fully apply *The Work at Height Regulations 2005* (Appendix 3). These regulations apply to all work activities and work equipment where there is a risk of a fall liable to cause personal injury.

The regulations place duties on employers, the self-employed, and any person who controls the work of others (e.g. Facilities Manager or Administrator) to the extent they control the work. Such persons are referred to as '**duty holders**'.

### 8.1.4 Duty Holder Responsibilities

The overriding principle in these regulations is the requirement for duty holders to carry out a risk assessment to establish whether all *reasonably practicable* measures have been taken to prevent Workers falling from any height. In the event of a serious accident this is the standard by which the risk assessment is expected to be judged.

### 8.1.5 Basic Principles

The Regulations set out a simple hierarchy for managing and selecting equipment for work at height.

- Avoid 'working at height' tasks if possible.
- Use work equipment or other measures to prevent falls in situations where 'working at height' tasks cannot be avoided.
- Where it is not possible to eliminate the risk of a fall, then work equipment or other measures must be assessed to minimise the distance or the consequences of a fall, should one occur.

*The Work at Height Regulations 2005* requires duty holders to ensure that:

- all work at height is properly planned and organised;
- all work at height takes account of weather conditions that could endanger health and safety;
- those undertaking tasks working at height are trained and competent. The location or immediate environment where work at height is undertaken is safe;
- equipment for work at height is appropriately inspected; • risks from fragile surfaces are properly controlled;
- risks from falling objects are properly controlled.

Other alternatives are not risk free and also need to be risk assessed. For example, where MEWP's (Mobile Elevated Work Platforms) are assessed as providing a safer option, then relevant regulations, for example, LOLER (Lifting Operations and Lifting Equipment Regulations) must be applied and best practice precautions such as the use of short lanyards to prevent operatives from being thrown from the platform in the event of a collision.

### 8.1.6 Ladders and Stepladders

The Trustees note that *The Work at Height Regulations 2005* neither specifically prohibit the use of ladders or stepladders nor promote their use. The use of such equipment should be the logical outcome of the relevant risk assessment. In other words, the risk assessment will determine whether or not there is a safer method or better equipment that would allow the working at height task to be undertaken.

### 8.1.7 Monitoring and Review

Duty holders will ensure that all working at height risk assessments are monitored on an annual basis. This Policy and associated Guidance will be reviewed annually or following any significant changes in legislation, etc.

The HSE Working at Height can be found at <http://www.hse.gov.uk/pubns/indg401.pdf>

## 9 Appendix 3 – Data protection

### 9.1 Definitions and useful terms

The following terms are used throughout this policy and have their legal meaning as set out within the GDPR. The GDPR definitions are further explained below:

**Data controller** means any person, company, authority or other body who (or which) determines the means for processing personal data and the purposes for which it is processed. It does not matter if the decisions are made alone or jointly with others.

The data controller is responsible for the personal data which is processed and the way in which it is processed. We are the data controller of data which we process.

**Data processors** include any individuals or organisations, which process personal data on our behalf and on our instructions e.g. an external organisation which provides secure waste disposal for us. This definition will include the data processors' own staff (note that staff of data processors may also be data subjects).

**Data subjects** include all living individuals who we hold or otherwise process personal data about. A data subject does not need to be a UK national or resident. All data subjects have legal rights in relation to their personal information. Data subjects that we are likely to hold personal data about include:

- the people we care for and support;
- our employees (and former employees);
- consultants / individuals who are our contractors or employees working for them;
- volunteers;
- tenants;
- trustees;
- complainants;
- supporters;
- enquirers;
- friends and family;
- advisers and representatives of other organisations.

The Information Commissioners Office (**ICO**), is the UK's regulatory body responsible for ensuring that we comply with our legal data protection duties. The ICO produces guidance on how to implement data protection law and can take regulatory action where a breach occurs.

**Personal data** means any information relating to a natural person (living person) who is either identified or is identifiable. A natural person must be an individual and cannot be a company or a public body. Representatives of companies or public bodies would, however, be natural persons.

Personal data is limited to information about living individuals and does not cover deceased people.

Personal data can be factual (for example, a name, address or date of birth) or it can be an opinion about that person, their actions and behaviour.

**Privacy notice** means the information given to data subjects which explains how we process their data and for what purposes.

**Processing** is very widely defined and includes any activity that involves the 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 can also include transferring personal data to third parties, listening to a recorded message (e.g. on voicemail) or viewing personal data on a screen or in a paper document which forms part of a structured filing system. Viewing of clear, moving or stills images of living individuals is also a processing activity.

**Special categories of data** (as identified in the GDPR) includes information about a person's:

- Racial or ethnic origin;
- Political opinions;
- Religious or similar (e.g. philosophical) beliefs;



- Trade union membership;
- Health (including physical and mental health, and the provision of health care services);
- Genetic data;
- Biometric data;
- Sexual life and sexual orientation.

## 9.2 ICO Registration

Data Controller: **Brighton Road Baptist Church**

Registration Number: **Z2547990**

Date Registered: **14<sup>th</sup> February 2011** Registration

Expires: **13th February 2019**

Address:

**Brighton Road Baptist Church  
Brighton Road  
Horsham  
West Sussex  
RH13 5BD**

## 9.3 Contacts

**Data Protection Trustee –** Adrian Rudd

**Email:** [adrian.b.rudd@uk.pwc.com](mailto:adrian.b.rudd@uk.pwc.com)

**Mobile:** 07773 928353

## 9.4 Data Processor Agreement

For the purposes of the Data Protection Act 1998 the Church’s Charity Trustees (Ministers and Deacons) are the Data Controller.

.....(name) has been appointed by Brighton Road Baptist Church as a Data Processor to process the following personal data on their behalf

.....

For the sole purposes of

.....

By signing this document

1. The Data Processor agrees to ensure that the data

- a. Will be held securely at all times and not made available to anyone else without the express permission of the Charity Trustees
  - b. Will be destroyed once it is no longer needed .
  - c. Will all be handed over to the Charity Trustees on request or if the Data Processor ceases to be a member of the church.
2. The Data Processor acknowledges that they will process the data only according to the instructions provided by the Charity Trustees and that they must not process this data for their own purposes.
3. The Data Processor understands that any electronic device used to store the personal data must be password or pin-protected and that appropriate firewall measures are in place.

I agree to the above

Signed

..... (Data Processor)

Date .....

# 10 Appendix 4 - Premises

## 10.1 Rates for Lettings

(all fees are hourly charges)

Room	Main Hall & Kitchen	Chapel	Sanctuary		3 Mtg Rms (Combined)	Rugged Hall
Set-up configuration	150 pax – theatre style 96 pax – cabaret style Birthday parties for up to 30 children (under 10s) Parties for up to 50	30 pax – theatre style Available to other churches / Christian groups for prayer, meditation and worship only	320 pax – theatre style 120 pax – cabaret style		40 pax – theatre style 18 – 20 pax U-shaped or classroom style	Sports activities, parties, dances etc. up to 50 pax Can also be used for dining – up to 100 pax in cabaret style
			Sanctuary only	Sanctuary + AV operator		
Church members (for private use)	£15.00	N/A	£20.00	£30.00	£10.00	£15.00
Other churches & charities	£25.00	Donation	£40.00	£50.00	£17.50	£25.00
All other hirers	£35.00	N/A	£60.00	£70.00	£25.00	£35.00

### Notes: General

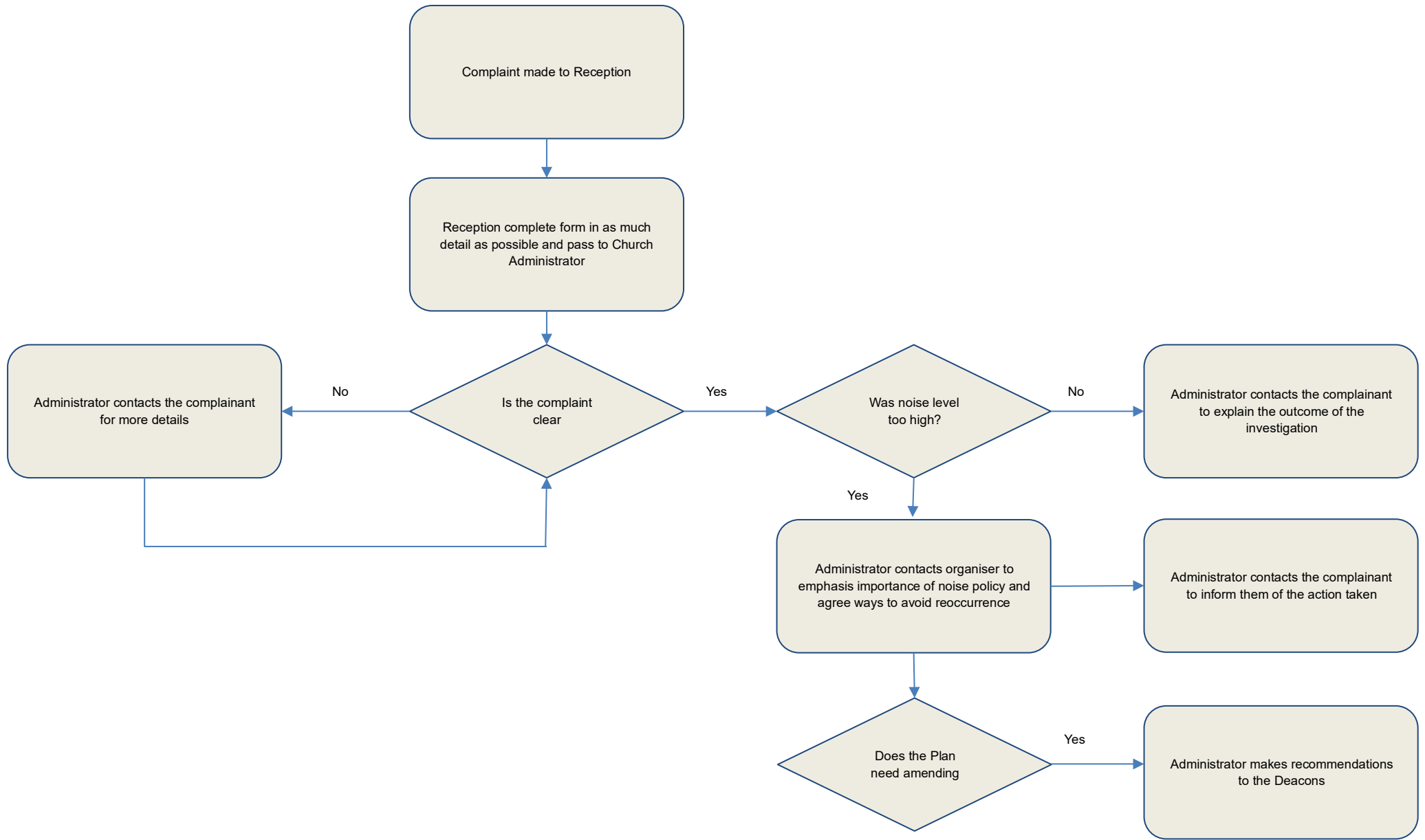
- No fees will be levied to church members, or people with an existing association with the church (which generally means those who are regular attenders) for using the church's rooms and facilities for weddings, funerals, baptisms and dedications, including post-dedication or post-baptism parties. However, they will be asked to make a donation to the church.
- For weddings which do not fit the above criteria see guidelines below for fees. For funerals we ask for a donation and accept what is donated.

- The charge for the entire church, or say all but the Main Hall (for Playgroup etc.), is negotiable around : ○ Church members - £35 per hour, up to £350 per day; ○ Other churches / charities - £60 per hour, up to £600 per day; ○ Other users - £100 per hour, up to £1,000 per day.
- Use of the Kitchen by outside groups is limited to preparation of light refreshments. Any event requiring use of kitchen equipment such as the ovens or dishwasher will require a member of the church catering team (with appropriate Public Health Certification) to supervise its use and ensure that correct health and hygiene procedures are followed.
- A discount of 15% will apply to any block booking (5 or more bookings made at the same time).
- Where hire is for fund raising purposes, and the cause is in line with the aims of the church, then we will ask for a donation rather than a fixed fee.
- There will always be exceptions to these rules (e.g. free for Night Shelter training).

**Notes: Room specific**

1. Usage of the Chapel will be restricted those activities which preserve the reverence and respect required.
2. The crèche is not available for hire.
3. The children's room is not usually available for hire, but may be used for meetings (e.g. CRI or BRBC groups).

## 10.2 Noise Management Flowchart



## 10.3 Noise Management Complaint Form

<b>Name</b>	
<b>Address</b>	
<b>Contact Phone</b>	
<b>Contact E-mail</b>	
<b>Date and time of incident</b>	
<b>Details of incident</b>	
<b>Form completed by</b>	

<b>Date</b>	
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