



OLD REIGATIAN RUGBY FOOTBALL CLUB LIMITED

STAFF HANDBOOK

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1. INTRODUCTION

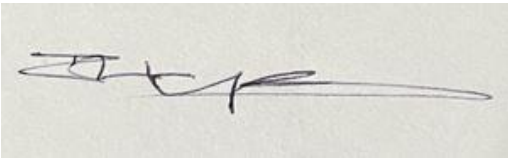
Welcome to Old Reigatian RFC. ! We are very excited to have you on-board.

We have designed this staff handbook to help you understand how we work at Old Reigatian RFC and to give you one easy point of reference for our current policies and procedures. The processes and policies in this handbook are designed to make your time at Old Reigatian RFC as straightforward and enjoyable as possible.

You'll find the answers to most of your questions here, but if you don't, please ask. The staff handbook also contains the policies, procedures and rules, which you are expected to follow as a member of the Old Reigatian RFC team.

As we continue to evolve as a Club, and our operations change our handbook may need to change too. It will be updated as and when changes occur, but when it is, we'll always let you know.

We look forward to working together and making *Old Reigatian RFC* a success!



Club Chair, ORRFC

- 1.1. Welcome to Old Reigatian RFC.
- 1.2. This Handbook sets out the main policies and procedures that you will need to know while working for us. You must familiarise yourself with it and comply with it at all times. If you have any questions about the Handbook, please contact the Honorary Secretary who will be on hand to assist (and has overall responsibility for the Handbook).
- 1.3. The policies and procedures set out in this Handbook apply to all staff unless a specific policy states otherwise. They are not part of the terms of your contract with us and if there is a conflict between the terms of the Handbook and your contract with us, the contract prevails. We may amend the policies from time to time and we will let you know when we have done so.
- 1.4. Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Privacy Notice, which was given to you with your contract and to which you should refer for further information.
- 1.5. Whenever you process personal data on our behalf, you must comply with the terms of the Data Register which forms part of this Handbook. Anyone working for Old Reigatian RFC in whatever capacity is expected to read and comply with the terms of the Data Register and Data Protection Policy at all times.

1. EQUAL OPPORTUNITIES POLICY

Old Reigatian RFC is committed to promoting equal opportunities in employment and to treating staff equally regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (Protected Characteristics). We also aim to ensure that our members and indeed anyone with whom we have contact are treated fairly and are not subjected to unfair or unlawful discrimination.

This policy sets out our approach to equal opportunities at work and our expectations from you. It applies to all stages and aspects of employment.

- 1.1. You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, members, players, suppliers and visitors.
- 1.2. This prohibition applies in the workplace, outside the workplace (when dealing with members, players, suppliers or other work-related contacts or when wearing a work insignia), and on work-related trips or events including social events.

Explaining unlawful discrimination

1.3. The following forms of discrimination are prohibited under this policy and are unlawful:

- **Direct discrimination**
Direct discrimination happens when someone is being treated less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.
- **Indirect discrimination**
Indirect discrimination takes place where a requirement, criterion or practice applies to everyone but, in reality, it has a greater adverse effect on people with a particular Protected Characteristic, and this cannot be justified. One example may be requiring a job to be done full-time rather than part-time. This often affects women more adversely as (despite societal changes) they generally still have greater childcare commitments than men. Unless the requirement for the job to be full-time can be justified, it will be discriminatory on grounds of sex.
- **Harassment**
Harassment is unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.
- **Victimisation**
Victimisation is another word for retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.
- **Disability discrimination**
In addition to direct and indirect disability discrimination, disability discrimination can occur where someone is treated less favourably because of the effects of a disability or where

there is failure to make reasonable adjustments to alleviate disadvantages caused by a disability. If you are disabled or becomes disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

- **Association or perception**

Discrimination can also take place by association, e.g. where a “straight” person is treated less favourably because they object to jokes about gays or because it is assumed that they are in fact gay.

Our approach to discrimination at work

- 1.4. We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct and may result in summary dismissal.
- 1.5. If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.
- 1.6. You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

2. ANTI-HARASSMENT AND BULLYING POLICY

We believe that our staff, members, players, visitors indeed all those we come into contact with should be treated with dignity and respect. Old Reigatian RFC is therefore committed to providing a working environment free from harassment and bullying.

This policy covers harassment or bullying which occur at work as well as outside of work, such as at work-related events or social functions. It covers bullying and harassment by staff (which includes consultants, contractors and workers) as well as by third parties such as members, suppliers or visitors to our premises.

Conduct covered by this policy will not be tolerated and breaches of this policy will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate harassment or bullying may amount to gross misconduct and may lead to summary dismissal.

Explaining harassment

- 2.1. Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. Harassment also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.2. Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may relate to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.3. Examples of harassment include:
 - 2.3.1. unwanted physical conduct such as touching, pinching, pushing and grabbing;
 - 2.3.2. unwelcome sexual advances or suggestive behaviour (which the harasser may think is harmless);
 - 2.3.3. offensive e-mails, text messages or social media content; or
 - 2.3.4. mocking, mimicking or belittling a person's disability.
- 2.4. A person may be harassed even if they were not the intended "target". For example, by racist jokes about a different ethnic group if the jokes create an offensive environment.

Explaining bullying

- 2.5. Bullying is offensive, intimidating, malicious or insulting behaviour which may involve the misuse of power, seniority or authority, which in turn makes a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.
- 2.6. Bullying can take the form of physical, verbal and non-verbal conduct. For example, bullying may include:

- 2.6.1. physical or psychological threats;
- 2.6.2. overbearing and intimidating levels of supervision;
- 2.6.3. excluding or deliberately “blinking out” someone;
- 2.6.4. inappropriate derogatory remarks about someone's performance. However, legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

Our approach to harassment and bullying

- 2.7. If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. If this is too difficult or embarrassing, you should speak to your line manager, who can provide confidential advice and assistance in resolving the issue formally or informally.
- 2.8. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure. We will investigate complaints in a timely and confidential manner. We will consider whether, in the intervening period, any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.
- 2.9. Once we complete our investigation, we will inform you of our findings and decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.
- 2.10. Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result; anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.
- 2.11. However, making a false allegation of bullying or harassment deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

3. ANTI-CORRUPTION AND BRIBERY POLICY

We take a zero-tolerance approach to bribery and corruption and are committed to acting professionally, fairly and with integrity in all our business dealings and relationships.

This policy applies to all persons working for us or on our behalf in any capacity, including employees at all levels, directors, officers, agency workers, volunteers, interns, agents, contractors, consultants and business partners.

What happens if this policy is breached

- 3.1. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct.
- 3.2. Any non-employee who breaches this policy may have their contract or relationship with us terminated with immediate effect.

Explaining bribes and bribery

- A bribe means a financial or other inducement or reward for action which is illegal, unethical, a breach of trust or improper in any way. Bribes can take the form of money, gifts, loans, fees, hospitality, services, discounts, the award of a contract or any other advantage or benefit.
- **Bribery** includes offering, promising, giving, accepting or seeking a bribe.

What is forbidden under this policy (and what is not)

- 3.3. All forms of bribery are strictly prohibited. If you are unsure about whether a particular act may be bribery, raise it with your manager or the Club Chair without delay.
- 3.4. Specifically, you must not:
 - 3.4.1. give or offer any payment, gift, hospitality or other benefit in the expectation that a business advantage will be received in return, or to reward any business received;
 - 3.4.2. accept any offer from a third party that you know or suspect is made with the expectation that we will provide a business advantage for them or anyone else; or
 - 3.4.3. give or offer any payment (sometimes called a facilitation payment) to a government official in any country to facilitate or speed up a routine or necessary procedure
- 3.5. You must not threaten or retaliate against another person who has refused to offer or accept a bribe or who has raised concerns about possible bribery or corruption.
- 3.6. This policy does not prohibit the giving or accepting of reasonable and appropriate gifts or hospitality for legitimate purposes such as building relationships, maintaining our image or reputation, or marketing our products and services. However, a gift or hospitality will not be appropriate if it is unduly lavish or extravagant, or could be seen as an inducement or reward for any preferential treatment (for example, during contractual negotiations or a tender process).

- 3.7. Gifts must be of an appropriate type and value depending on the circumstances and taking account of the reason for the gift. Gifts must not include cash or cash equivalent (such as vouchers), or be given in secret. Gifts must be given in our name, not your name.

Some things you must do under this policy

- 3.8. You must declare and keep a written record of all hospitality or gifts given or received. You must also submit all expenses claims relating to hospitality, gifts or payments to third parties in accordance with our expenses policy and record the reason for expenditure.
- 3.9. All accounts and records relating to dealings with third parties must be prepared with strict accuracy and completeness. Accounts must not be kept "off-book" to facilitate or conceal improper payments.
- 3.10. If you are offered a bribe, or are asked to make one, or if you suspect that any bribery, corruption or other breach of this policy has occurred or may occur, you must notify the Club Chair as soon as possible.

4. WHISTLEBLOWING POLICY

We are committed to conducting our business and running the Club with honesty and integrity and we expect all staff to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.

Explaining whistleblowing

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

Our approach to whistleblowing

4.2 We hope that in many cases you will be able to raise any concerns with your manager. However, if you would rather not do so for any reason, you should contact the Club Chair. We will arrange a meeting with you as soon as possible to discuss your concern. In most cases you should not find it necessary to alert anyone externally.

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

4.4 In certain limited circumstances, the law provides that it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external, for example from Protect (a whistleblowing advice body which operates a confidential helpline and can be found at www.protect-advice.org.uk).

4.5 We will support whistleblowers who raise genuine concerns under this policy, even if they turn out to be mistaken. Whistleblowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Club Chair immediately. However, if we conclude that a whistleblower has made false allegations maliciously, the whistleblower may be subject to disciplinary action.

4.6 You must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action.

5. HOLIDAY POLICY

This policy sets out our arrangements for staff wishing to take annual leave/holiday. It applies to employees and workers only.

Your holiday entitlement

- 5.1. Our holiday year runs from 1 January to 31 December.
- 5.2. Your holiday entitlement is set out in your employment contract.
- 5.3. If your employment starts or finishes part way through the holiday year, your holiday entitlement during that year will be pro-rated to the nearest whole day.

Using your holiday entitlement

- 5.4. We recognise the importance of holidays and expressly encourage all our employees and workers to take their holiday entitlement in full each holiday year. Except as set out in this policy, you are required to take your full holiday entitlement during the holiday year in which it accrues. If you do not take your full holiday entitlement by the end of the holiday year, you will lose it and you will not receive any payment in lieu (subject to paragraphs 5.6 below).
- 5.5. Unused holiday can only be carried over to another holiday year where required by law and/or in cases of:
 - 5.5.1. sickness absence, as set out in paragraphs 5.9 and 5.10;
 - 5.5.2. maternity, paternity, adoption, parental or shared parental leave, as set out in paragraph 5.14; and
 - 5.5.3. where your line manager has given permission in writing limited to no more than one week and to be taken in the first three months of the next leave year.
- 5.6. All holiday must be approved in advance by your line manager. You must give at least four weeks' notice of holiday requests to allow planning of rotas or work schedules where necessary. You must not make travel bookings until approval has been given.
- 5.7. We may require you by giving no less than two days' notice to take (or not to take) holiday on particular dates, including when the Club is closed, particularly busy, or during your notice period.

Holiday and sickness

- 5.8. If you are sick or injured during a holiday period and would have been incapable of work, you may choose to treat the period of incapacity as sick leave and reclaim the affected days of holiday.
- 5.9. If you were on sick leave before a pre-arranged holiday, you may choose to cancel any days of holiday that coincide with the period of incapacity and treat them as sick leave.

- 5.10. Dishonest claims or other abuse of this policy will be treated as misconduct under our disciplinary procedure.
- 5.11. Holiday entitlement continues to accrue during periods of sick leave. If you are on a period of sick leave which spans two holiday years, or if you return to work after sick leave so close to the end of the holiday year that you cannot reasonably take your remaining holiday, you may carry over unused holiday to the following leave year. Carry over is limited to the four-week holiday entitlement under Regulation 13 (and includes bank holidays), less any leave taken during the holiday year that has just ended. If you have taken four weeks' holiday by the end of the holiday year, you will not be allowed to carry anything over under this rule. If you have taken less than four weeks, the remainder may be carried over under this rule. Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.
- 5.12. Alternatively you can choose to take your paid holiday during your sick leave, in which case you will be paid at your normal rate.

Holiday and family-leave periods

- 5.13. Holiday entitlement continues to accrue during periods of maternity, paternity, adoption, parental or shared parental leave (referred to collectively in this policy as family leave). If your family leave period lasts beyond the end of a holiday year, you should discuss your holiday plans with your manager in good time before starting your family leave. Any holiday entitlement for that year that cannot reasonably be taken before starting your family leave can be carried over to the next holiday year. Any holiday carried over should be taken immediately before returning to work from family leave.

What happens when you leave

- 5.14. On termination of your employment we may require you to use any remaining holiday entitlement during your notice period or we may pay you in lieu of any accrued but untaken holiday entitlement for the current holiday year to date, plus any holiday permitted to be carried over from previous years. If you have taken holiday in excess of your accrued entitlement to the date of termination, we will adjust your final pay (by way of a deduction) to take account of this. Payments and deductions will be at a rate of 1/260th of your full-time equivalent basic salary for each day of untaken or overtaken entitlement, as appropriate.

6. DISCIPLINARY AND CAPABILITY PROCEDURE

This non-contractual procedure and is for guidance purposes only. It is designed to help maintain standards of conduct and performance and to ensure fairness and consistency when dealing with allegations of misconduct or poor performance.

Our approach to minor issues

- 6.1. Minor conduct or performance issues can usually be resolved informally with your line manager. Where matters are more serious or cannot be resolved informally, this procedure applies.

Investigating and conducting disciplinary hearings

- 6.2. At the start of any Disciplinary and Capability Procedure and before holding a disciplinary hearing, we will investigate the matter at hand (this may involve fact-finding meetings and interviews).
- 6.3. In some cases, for example of alleged misconduct, we may need to suspend you from work while we carry out the investigation or disciplinary procedure (or both). While suspended, you must not visit our premises or contact any of our members, suppliers, contractors or staff, unless authorised to do so. Suspension is not considered to be disciplinary action.
- 6.4. We will give you written notice of a disciplinary hearing, together with enough information about the alleged misconduct or poor performance and its possible consequences to enable you to prepare. You will normally be given copies of relevant documents and witness statements.
- 6.5. You must let us know as early as possible if there are any relevant witnesses you would like to attend the hearing or any documents or other evidence you wish to be considered.
- 6.6. If you have any special or disability-specific needs to assist you in understanding or attending the hearing, you should let us know before the hearing so that any adjustments can be made for you.
- 6.7. At the hearing, you may be accompanied by a colleague or a trade union representative.
- 6.8. The hearing will be held in a suitable, private room away from any interruptions and will normally be recorded in place of hand-written notes and a copy of the audio file will be given to you.
- 6.9. Following the hearing, we will inform you in writing of our decision, usually within ten days of the hearing.

Sanctions for misconduct or poor performance

- 6.10. The usual sanctions for misconduct or poor performance are set out below. We reserve the right to omit any and all stages and move straight to summary dismissal where the situation warrants.
- 6.10.1. **Stage 1: First written warning or improvement note.** Where there are no other active written warnings or improvement notes on your disciplinary record, you will usually receive a first written warning or improvement note. It will usually remain active for six months.
- 6.10.2. **Stage 2: Final written warning.** In case of further misconduct or failure to improve where there is an active first written warning or improvement note on your record, you will usually receive a final written warning. This may also be used without a first written warning or improvement note for serious cases of misconduct or poor performance. The warning will usually remain active for 12 months.
- 6.10.3. **Stage 3: Dismissal or other action.** You may be dismissed for further misconduct or failure to improve where there is an active final written warning on your record, or for any act of gross misconduct. Examples of gross misconduct are given below (paragraph 9.15).
- 6.11. We may consider sanctions short of dismissal, including demotion or redeployment to another role (where permitted by your contract), and/or extension of a final written warning with a further review period.

Your right to appeal

- 6.12. You may appeal in writing within one week of being told of the decision. The appeal hearing will, where possible, be held by someone other than the person who held the original hearing. You may bring a colleague or trade union representative with you to the appeal hearing.
- 6.13. We will inform you in writing of our final decision as soon as possible, usually within ten days of the appeal hearing. There is no further right of appeal.

Our approach to gross misconduct

- 6.14. Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice our business, the day to day running of the Club or its reputation or irreparably damage the working relationship and trust between us. This may include misconduct committed outside of work.
- 6.15. The following are examples only of matters that are normally regarded as gross misconduct (this list is not conclusive or exhaustive):
- 6.15.1. theft or fraud;
 - 6.15.2. physical violence or bullying;
 - 6.15.3. deliberate and serious damage to property;
 - 6.15.4. serious misuse of our property or name;
 - 6.15.5. deliberately accessing internet sites containing pornographic, offensive or obscene material;
 - 6.15.6. serious insubordination;
 - 6.15.7. unlawful discrimination, victimisation or harassment;

- 6.15.8. bringing Old Reigatian RFC into serious disrepute;
 - 6.15.9. serious incapability at work brought on by alcohol or illegal drugs;
 - 6.15.10. causing loss, damage or injury through serious negligence;
 - 6.15.11. a serious breach of health and safety rules;
 - 6.15.12. a serious breach of confidence.
- 6.16. Gross misconduct will usually result in dismissal without warning, with no notice or payment in lieu of notice (summary dismissal).

7. GRIEVANCE PROCEDURE

This procedure is designed to help maintain cordial work relationships. It is non-contractual and for guidance purposes only.

Informal resolution of grievances

- 7.1. Most grievances can be resolved quickly and informally through discussion with your line manager. If this does not resolve the problem you should initiate the formal procedure set out below.

Our formal grievance procedure

- 7.2. **Step 1: Written Grievance.** You should put your grievance in writing and submit it to your line manager. If your grievance concerns your line manager you may submit it to the Club Chair. Your written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.
- 7.3. **Step 2: Meeting.** We will arrange a grievance meeting, normally within ten days of receiving your written grievance. You should make every effort to attend. You may bring a companion to the grievance meeting, who may be a colleague or a trade union representative. You must let us know in advance the name of your chosen companion. If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time. We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened. We will write to you, usually within ten days of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.
- 7.4. **Step 3: Appeal.** If the grievance has not been resolved to your satisfaction you may appeal in writing to the Club Chair, stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you. We will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially by a manager who has not previously been involved in the case. You will have a right to bring a companion. We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal.

8. SICKNESS ABSENCE POLICY

If you are absent from work for sickness or injury, you must comply with the terms of this policy.

While this policy applies to all of our staff, the provisions on Statutory Sick Pay only apply to those staff members who are eligible to payments under the legislation, generally, employees and workers only.

Your responsibilities under this policy

- 8.1. If you cannot attend work because you are sick or injured you must telephone your manager as early as possible and in any event by no later than 30 minutes after the time when you are normally expected to start work.
- 8.2. For any sickness absence of up to seven calendar days, you must complete a self-certification form, if requested by your line manager. A form is available from the Honorary Secretary.
- 8.3. For longer absence you must also obtain a certificate or certificates from your doctor stating that you are not fit for work and giving the reason(s) for your absence. Your doctor's certificate(s) must cover your full period of absence. If your doctor's certificate states that you "may be fit for work" you must inform your manager immediately so that we can hold a discussion with you about how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.

Payments during period of sickness

- 8.4. Generally, you will not be paid your contractual rate of pay when you are off work due to sickness or injury. You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements.
- 8.5. For SSP purposes, your "qualifying days" are Monday to Friday, or as set out in your employment contract. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. SSP payments begin from the fourth day of absence and may be payable for up to 28 weeks.
- 8.6. In certain circumstances, we may at our absolute discretion decide to pay company sick pay. Payment of company sick pay for one period of absence must not be taken as a promise of future such payments.
- 8.7. Abuse of this policy, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.

Return to work from sickness absence

- 8.8. After any period of sick leave your manager may hold a return-to-work interview with you, the purposes of which may include:
 - 8.8.1. ensuring that you are fit for work and agreeing any actions necessary to facilitate your return;

- 8.8.2. confirming you have submitted the necessary certificates;
- 8.8.3. updating you on anything that may have happened during your absence; and/or
- 8.8.4. raising any other concerns regarding your absence record or your return to work.

Our approach to long-term or persistent short-term absences

- 8.9. Where your length of absence or frequency of short-term absence has given us cause for concern we may initiate the long-term or persistent absence procedure.
- 8.10. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.
- 8.11. We will notify you in writing of the time, date and place of any meeting to discuss the matter, and why the meeting is being held. We will usually give you one week's notice of the meeting. Meetings will be conducted by your line manager. If you cannot attend at the time or place specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time or place. If you have a disability of which we are aware, we will consider what if any reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.
- 8.12. In the first and, where appropriate, subsequent sickness absence meeting or meetings, we will discuss the reasons for your absence, how long it is likely to continue, whether it is likely to recur, whether to obtain a medical report, and whether there are any measures that could improve your health and/or attendance. In cases of long-term absence, we may seek to agree a return-to-work programme, possibly on a phased basis. In cases of short-term, intermittent absence, we may set a target for improved attendance within a certain timescale.
- 8.13. If matters do not improve after a reasonable time (e.g. you have not been able to return to work or if your attendance has not improved within the agreed timescale), we will hold a further meeting or meetings to seek to establish whether the situation is likely to change and we may consider redeployment opportunities. If it is considered unlikely that you will return to work or that your attendance will improve within a short time, we may give you a written warning that you are at risk of dismissal. We may also set a further date for review.
- 8.14. Where you have been warned that you are at risk of dismissal, and the situation has not changed significantly, we will hold a meeting to consider the possible termination of your employment. Before we make a decision, we will consider any matters you wish to raise and whether there have been any changes since the last meeting.
- 8.15. You may appeal against the outcome of any stage of this procedure. If you wish to appeal you should set out your appeal in writing to the Club Chair, stating your grounds of appeal, within one week of the date on which the decision was sent or given to you. If you are appealing against a decision to dismiss you, we will hold an appeal meeting, normally within two weeks of receiving the appeal. This will be dealt with impartially and, where possible, by a more senior manager who has not previously been involved in the case. We will confirm our final decision in writing, usually within one week of the appeal hearing. There is no further right of appeal. The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

Medical examinations

- 8.16. We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense). You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential and held in accordance with our Data Protection Policy.

9. SUBSTANCE MISUSE POLICY

We are committed to providing a safe, healthy and productive working environment. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in an environment which is free from alcohol and drug misuse.

Reference to drug use under this policy includes the use of controlled drugs, psychoactive (or mind-altering) substances formerly known as "legal highs", and the misuse of prescribed or over-the-counter medication.

Our expectations under this policy

- 9.1. Consumption of alcohol and drugs can lead to reduced levels of attendance, reduced efficiency and performance, impaired judgement and decision making and increased health and safety risks for you and other people. Irresponsible behaviour or the commission of offences resulting from the use of alcohol or drugs may damage our reputation and, as a result, our business and the day to day running of the Club.
- 9.2. As a result, we will not tolerate staff arriving at work under the influence of alcohol or drugs, and/or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs, or who consume alcohol or take drugs (other than prescription or over the counter medication, as directed) on our premises.
- 9.3. You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after effects of alcohol or drugs.
- 9.4. You must not drink alcohol during your working time, during official breaks, at official work-based meetings and social events. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.
- 9.5. You must comply with drink-driving and drug-driving laws at all times. Conviction for drink-driving or drug-driving offence may harm our reputation and, if your job requires you to drive, you may be unable to continue to do your job. Committing a drink-driving or drug-driving offence while working for us or outside working hours may lead to action under our Disciplinary Procedure and could result in dismissal.
- 9.6. If you are prescribed medication you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified or you should be temporarily reassigned to a different role. If so you must tell your line manager without delay.

Searches and screening

- 9.7. We reserve the right to conduct searches for alcohol or drugs on our premises, including, but not limited to, searches of lockers, bags, clothing or packages. Any alcohol or drugs found will be confiscated and action may be taken under our Disciplinary Procedure.
- 9.8. We reserve the right to operate a rolling programme of random drug testing.

Managing suspected substance misuse

- 9.9. If we suspect that you are suffering the effects of alcohol or drugs misuse, we will investigate our suspicions, including through an investigatory interview with you.
- 9.10. If you agree to be referred to a medical consultation and examination, we will aim to arrange this. To this end, we may ask for your consent to approach your GP for advice and medical information. If, following the above, we continue to believe that you are suffering the effects of alcohol or drugs misuse and you refuse an offer of referral to appropriate treatment providers the matter may be dealt with under our Disciplinary Procedure.
- 9.11. As far as reasonably practicable, we will seek to safeguard the confidentiality of any member of staff experiencing alcohol or drug-related problems. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.

Performance and disciplinary issues

- 9.12. If you agree to undertake appropriate treatment for an acknowledged alcohol or drug-related problem, we may decide to suspend any ongoing disciplinary action against you for related misconduct or poor performance, pending the outcome of the treatment.

10. DATA PROTECTION POLICY

This Data Protection Policy sets out how we handle the Personal Data of our members, players, suppliers and other third parties. It supplements the Data Privacy Notice which employees receive with their contractual documents and which sets out how we deal with their Personal Data. This Policy is supplemented by our Data Register which records all systems and contexts in which Old Reigatian RFC processes Personal Data and this Policy should be read together with the Data Register.

This Policy sets out our expectations and requirements from all staff who process (that is use or handle in any way) personal data.

The Honorary Secretary is our Data Protection Officer; she is responsible for overseeing this Data Protection Policy and you may contact them with any questions, comments or concerns about this Policy.

This Data Protection Policy (together with the Register and any related policies and Notices) is an internal document and cannot be shared with third parties, members or regulators without prior authorisation from the DPO.

Consequences of breach of this policy

- 10.1. Any breach of this Data Protection Policy may, in the case of employees, result in disciplinary action and may lead to dismissal for misconduct or gross misconduct and, in the case of other workers or third parties, may result in termination of the relationships.

Your responsibilities under this policy

- 10.2. You must read and understand this Data Protection Policy.
- 10.3. Whenever you process personal data on our behalf, you must comply with the Data protection principles and act in compliance with our own responsibilities, as set out below.
- 10.4. You must attend all Data Protection training we offer you and comply with any requirements and guidance set out in such training.

Data protection principles

- 10.5. We are committed to processing personal data in accordance with our responsibilities under the legislation which governs data protection, namely the General Data Protection Regulations (GDPR). As a result, we will (and you must when you process personal data on our behalf):
 - 10.5.1. Process data lawfully, fairly and in a transparent manner in relation to individuals;
 - 10.5.2. Collect data for specified, explicit and legitimate purposes only and not further process it in a manner that is incompatible with those purposes;
 - 10.5.3. Ensure data is adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;

- 10.5.4. Ensure data is accurate and, where necessary, kept up to date. We will take reasonable steps to ensure that personal data that is inaccurate, having regard to the purposes for which it is processed, is erased or rectified without delay;
- 10.5.5. Keep data in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; and
- 10.5.6. Process data in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

Our general responsibilities under this policy

- 10.6. The DPO will review the policy at least annually with a view to ensuring our ongoing compliance with our legal obligations.
- 10.7. We are registered with the Information Commissioner's Office as an organisation that processes personal data.

Our responsibilities - lawful purposes

- 10.8. To ensure that we process personal data in a lawful, fair and transparent manner, we will maintain (and review at least annually) a Data Register.
- 10.9. Individuals whose personal data we process have the right to access their personal data and we will deal with such requests in a timely manner.
- 10.10. We will only process data on one of the following lawful bases: consent, contract, legal obligation, vital interests, public task or legitimate interests (see [ICO guidance](#) for more information). We will note the appropriate lawful basis in the Data Register.

Our responsibilities - data minimisation

- 10.11. We will take steps to ensure that personal data is adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed.

Our responsibilities - accuracy

- 10.12. We will take reasonable steps to ensure that personal data is accurate and, where necessary for the lawful basis on which data is processed, we will put steps in place to ensure that personal data is kept up to date.

Our responsibilities - archiving / removal

- 10.13. We will put in place processes to ensure that personal data is kept for no longer than necessary, having regard to the purpose for which the personal data is processed.

Our responsibilities - security

- 10.14. We store personal data securely, where applicable using modern software that is kept-up-to-date.
- 10.15. Access to personal data is limited to personnel who need access and appropriate security should be in place to avoid unauthorised sharing of information.

- 10.16. When personal data is deleted this should be done safely such that the data is irrecoverable.
- 10.17. Appropriate back-up and disaster recovery solutions are in place.
- 10.18. In the event of a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, we will promptly assess the risk to people's rights and freedoms and if appropriate report this breach to the ICO ([more information on the ICO website](#)).

11. IT AND COMMUNICATION SYSTEMS POLICY

Our IT and communication systems are intended to promote effective communication and working practices.

This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards. The Club Chair has overall responsibility for this policy, including keeping it under review.

Equipment security and passwords

- 11.1. You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone else.
- 11.2. You must use passwords on all IT equipment, particularly items that you take out of the office. You must keep your passwords confidential and change them regularly.
- 11.3. You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 11.4. If you are not using IT equipment you should log out or lock it. You must log out and shut down any IT equipment at the end of each working day.

Systems and data security

- 11.5. You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 11.6. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware. For this reason, you must not download or install software from external sources without authorisation from the Club Chair.
- 11.7. You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from the Club Chair.
- 11.8. We monitor all e-mails passing through our system for viruses. You should exercise particular caution when opening unsolicited e-mails from unknown sources. If an e-mail looks suspicious do not reply to it, open any attachments or click any links in it. You must inform the Club Chair immediately if you suspect your computer may have a virus.

E-mail

- 11.9. Remember that e-mails can be used in legal proceedings and that even deleted e-mails may remain on the system and be capable of being retrieved. For business communications, only use the e-mail account we have provided for you and never use your own personal e-mail account. We do not permit access to web-based personal e-mail such as Gmail or Hotmail on our computer systems at any time due to additional security risks.

- 11.10. You must use a professional tone and observe appropriate etiquette when communicating with third parties by e-mail. You should also include our standard e-mail signature and disclaimer.
- 11.11. You must not send messages from another person's e-mail address (unless authorised) or under an assumed name.
- 11.12. You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate e-mails.
- 11.13. You must not send or forward private e-mails which you would not want a third party to read, send or forward chain mail, junk mail, cartoons, jokes or gossip, send copy or forward trivial messages (or other similar emails which contribute to system congestion).

Using the internet

- 11.14. We permit internet access solely for business purposes in connection with the day to day running of the Club. Occasional personal use may be permitted as set out in paragraph 11.17.
- 11.15. You must not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 11.16. We may block or restrict access to some websites at our discretion.

Incidental personal use of our systems

- 11.17. We do not permit the incidental use of our systems to send personal e-mail, browse the internet or make personal telephone calls other than in the event of an emergency. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 11.18. Our conditions for personal use are:
 - 11.18.1.1. Usage must be minimal, take place exclusively outside of normal working hours (that is, during breaks, and before or after work) and must not affect your work or interfere with the day to day running of the Club;
 - 11.18.1.2. Personal e-mails should be labelled "personal" in the subject header;
 - 11.18.1.3. Personal use not commit us to any costs, including marginal costs; and
 - 11.18.1.4. Personal use must be in compliance with our policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy and Disciplinary Procedure.

Monitoring

- 11.19. Our systems enable us to monitor telephone, e-mail, voicemail, internet and other communications. For business reasons, and in order to meet or carry out our legal obligations as an employer, we may continually monitor your use of our systems including the telephone and computer systems by automated software or otherwise.
- 11.20. We reserve the right to retrieve the contents of e-mail messages or check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
- 11.20.1.1. to monitor whether the use of the e-mail system or the internet is legitimate and in accordance with this policy;
 - 11.20.1.2. to find lost messages or to retrieve messages lost due to computer failure;
 - 11.20.1.3. to assist in an investigation of alleged wrongdoing; or
 - 11.20.1.4. to comply with any legal obligation.

Prohibited use of our systems

- 11.21. Misuse or excessive personal use of our telephone or e-mail system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.
- 11.22. Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
- 11.22.1.1. pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature);
 - 11.22.1.2. offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our members;
 - 11.22.1.3. a false and defamatory statement about any person or organisation;
 - 11.22.1.4. material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy);
 - 11.22.1.5. confidential information about us or any of our staff or members (except as authorised in the proper performance of your duties);
 - 11.22.1.6. unauthorised software; or
 - 11.22.1.7. music or video files or other material in breach of copyright.
- 11.23. Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.

12. SOCIAL MEDIA POLICY

This policy is in place to minimise the risks to our business through use of social media. This policy deals with the use of all forms of social media, including Facebook, LinkedIn, Twitter, Wikipedia, Instagram, Snapchat and all other social networking sites, internet postings and blogs.

This policy applies to use of social media for business purposes as well as personal use that may affect our business in any way.

Personal use of social media during working hours

- 12.1. Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems.

Guidelines for responsible use of personal social media while working for us

- 12.2. You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.
- 12.3. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.
- 12.4. If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer (unless you have been authorised to speak on our behalf).
- 12.5. You must ensure that your profile and any content you post are consistent with the professional image you present to members and colleagues.
- 12.6. If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.
- 12.7. If you see social media content that disparages or reflects poorly on us, you should contact the Honorary Secretary.

Prohibited use of social media

- 12.8. You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.
- 12.9. You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 12.10. You must not express opinions on our behalf via social media, unless expressly authorised to do so by your manager. You may be required to undergo training in order to obtain such authorisation.

- 12.11. You must not post comments about sensitive Club or rugby related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.
- 12.12. The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

Breach or misuse of this policy

- 12.13. Any misuse of social media should be reported to the Honorary Secretary without delay.
- 12.14. Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to co-operate with our investigation.
- 12.15. You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

13. HEALTH AND SAFETY POLICY

About this policy

- 13.1 This policy sets out our arrangements for ensuring we meet our health and safety obligations to staff and anyone visiting our premises or affected by our work. Old Reigatian RFC is committed to ensuring the health and safety of staff and anyone affected by our business activities and the day to day running of the Club. We are committed to providing a safe and suitable environment for all those attending our premises.
- 13.2 The Honorary Secretary has overall responsibility for health and safety and the operation of this policy.
- 13.3 This policy does not form part of any employee's contract of employment and we may amend it at any time. We will continue to review this policy to ensure it is achieving its aims.

Your responsibilities

- 13.4 All staff share responsibility for achieving safe working conditions. You must take care of your own health and safety and that of others, observe applicable safety rules and follow instructions for the safe use of equipment.
- 13.5 You should report any health and safety concerns immediately to your line manager or the Honorary Secretary.
- 13.6 You must co-operate with managers on health and safety matters, including the investigation of any incident.
- 13.7 Failure to comply with this policy may be treated as misconduct and dealt with under our Disciplinary Procedure.

Information and consultation

- 18.8 We will inform and consult directly with all staff regarding health and safety matters.

Training

- 13.9 We will ensure that you are given adequate training and supervision to perform your work competently and safely.
- 13.10 Staff will be given a health and safety induction and provided with appropriate safety training.

Equipment

- 13.11 You must use equipment in accordance with any instructions given to you. Any equipment fault or damage must immediately be reported to your line manager. Do not attempt to repair equipment unless trained to do so.

Accidents and first aid

- 13.12 Details of first aid facilities and the names of trained first aiders are displayed on the notice boards.
- 13.13 All accidents and injuries at work, however minor, should be reported to the Operations Manager and recorded in the Accident Book which is kept in the Holt Room bar.

Fire safety

- 13.14 All staff should familiarise themselves with the fire safety instructions, which are displayed on notice boards and near fire exits in the workplace.
- 13.15 If you hear a fire alarm, leave the building immediately by the nearest fire exit and go to the fire assembly point in floodlight on the Green Lane end of the training pitch.
- 13.16 Fire drills will be held at least every 6 (six) months and must be taken seriously. We also carry out regular fire risk assessments and regular checks of fire extinguishers, fire alarms, escape routes and emergency lighting.

Risk assessments and measures to control risk

- 13.17 We carry out general workplace risk assessments periodically. The purpose is to assess the risks to health and safety of employees, visitors and other third parties as a result of our activities, and to identify any measures that need to be taken to control those risks.

OLD REIGATIAN RFC LIMITED

DATA REGISTER

This Data Register sets out how we handle the Personal Data of our members, players, suppliers and other third parties. It supplements the Data Privacy Notice which employees and others receive with their contractual documents and which sets out how we deal with their Personal Data. It also supplements our Data Protection Policy found in our Staff Handbook and must be read together with this Policy.

The Honorary Secretary is our Data Protection Officer (DPO); they are responsible for overseeing this Data Protection Policy and you may contact them with any questions, comments or concerns about this Policy.

This Data Register (together with the Data Protection Policy and any related policies and Notices) is an internal document and cannot be shared with third parties, members or regulators without prior authorisation from the DPO.

This Register applies to anyone working for Old Reigatian RFC in whatever capacity. It sets out our expectations and requirements. You must read, understand and comply with this Data Register when Processing Personal Data on our behalf and attend training on its requirements.

Any breach of this Data Register may, in the case of employees, result in disciplinary action and may lead to dismissal for misconduct or gross misconduct and, in the case of other workers or third parties, may result in termination of the relationships.

Definitions we use in this Register

Automated Decision Making: a decision that is based solely on Automated Processing (including profiling) which produces legal effects or significantly affects an individual.

Automated Processing: any form of automated processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to an individual, e.g. to analyse or predict aspects concerning that individual's performance at work.

Consent: agreement which must be freely given, specific, informed and be an unambiguous indication of the Data Subject's wishes by which they, by a statement or by a clear positive action, signify agreement to the Processing of Personal Data relating to them.

Controller: the person or organisation that determines when, why and how to process Personal Data. We are the Controller of all Personal Data relating to our Company Personnel and Personal Data used in our business for our own commercial purposes.

Criminal Conviction Data: personal data relating to criminal convictions and offences, criminal allegations and proceedings.

Data Subject: a living, identified or identifiable individual about whom we hold Personal Data.

DPO: our Data Protection Officer.

Explicit Consent: consent which requires a very clear and specific statement (that is, not just action).

Personal Data: any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes Special Categories of Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed.

Personal Data Breach: any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Personal Data Breach.

Privacy Notice: The notice given to you setting out information about how we collect and Process your Personal Data.

Processing: any activity that involves the use of Personal Data, e.g. obtaining, recording, holding organising, amending, retrieving, using, disclosing, transmitting, erasing or destroying the data.

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

UK GDPR: the General Data Protection Regulation ((EU) 2016/679) as implemented in the UK. Personal Data is subject to the legal safeguards specified in the GDPR.

When to contact the DPO / ask questions

1. Anyone working for Old Reigatian RFC is required to contact the DPO in the following circumstances:
 - 1.1. if you are unsure of the lawful basis on which you are relying to process Personal Data (including the legitimate interests used by the Company);
 - 1.2. if you need to rely on Consent and/or need to capture Explicit Consent;
 - 1.3. if you are unsure about the retention period for the Personal Data being Processed;
 - 1.4. if you are unsure about what security or other measures you need to implement to protect Personal Data;
 - 1.5. if there has been a Personal Data Breach;
 - 1.6. if you are unsure on what basis to transfer Personal Data outside the UK;
 - 1.7. if you need any assistance dealing with any rights invoked by a Data Subject;
 - 1.8. if you plan to undertake any activities involving Automated Processing including profiling or Automated Decision-Making;
 - 1.9. if you need help complying with applicable law when carrying out direct marketing activities; or
 - 1.10. if you need help with any contracts or other areas in relation to sharing Personal Data with third parties (including our vendors).

A brief summary of the data protection principles

2. We adhere to the principles relating to Processing of Personal Data set out in the UK GDPR which require Personal Data to be:
 - 2.1. Processed lawfully, fairly and in a transparent manner (Lawfulness, Fairness and Transparency);
 - 2.2. collected only for specified, explicit and legitimate purposes (Purpose Limitation);

- 2.3. adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed (Data Minimisation);
 - 2.4. accurate and where necessary kept up to date (Accuracy);
 - 2.5. not kept in a form which permits identification of Data Subjects for longer than is necessary for the purposes for which the data is Processed (Storage Limitation);
 - 2.6. Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful Processing and against accidental loss, destruction or damage (Security, Integrity and Confidentiality);
 - 2.7. not transferred to another country without appropriate safeguards being in place (Transfer Limitation); and
 - 2.8. made available to Data Subjects and allow Data Subjects to exercise certain rights in relation to their Personal Data (Data Subject's Rights and Requests).
3. In addition, we are responsible for and must be able to demonstrate compliance with the data protection principles listed above (Accountability).

Explaining “lawfulness, fairness and transparency”

4. Personal data must be Processed lawfully, fairly and in a transparent manner in relation to the Data Subject. As a result, you may only collect, Process and share Personal Data fairly and lawfully and for UK GDPR-specified purposes, some of which are listed below:
 - 4.1. the Data Subject has given their Consent (that is a statement or other positive affirmative action. Silence or inactivity are unlikely to be sufficient. Evidence of Consent must be captured and retained);
 - 4.2. the Processing is necessary for the performance of a contract with the Data Subject;
 - 4.3. to meet our legal compliance obligations;
 - 4.4. to protect the Data Subject's vital interests;
 - 4.5. to pursue our legitimate interests for purposes where they are not overridden because the Processing prejudices the interests or fundamental rights and freedoms of Data Subjects.
5. You must identify and document the legal ground being relied on for each Processing activity.
6. When Processing Special Category Data or Criminal Convictions Data, we will usually rely on a legal basis for processing other than Explicit Consent or Consent if possible. Where Explicit Consent is relied on, you must issue a Privacy Notice to the Data Subject to capture Explicit Consent.
7. Whenever you collect Personal Data directly from Data Subjects, including for human resources or employment purposes, you must provide the Data Subject with all the information required by the UK GDPR including the identity of the Controller and DPO, how and why the Data will be used, Processed, disclosed, protected and retained through a Privacy Notice which must be presented when the Data Subject first provides the Personal Data.
8. When Personal Data is collected indirectly (for example, from a third party or publicly available source), you must provide the Data Subject with all the information required by the UK GDPR as soon as possible after collecting or receiving the data. You must also check that the Personal Data was collected by the third party in accordance with the UK GDPR and on a basis which contemplates our proposed Processing of that Personal Data. You must provide Data Subjects with a Privacy Notice.

What do we mean by “purpose limitation”?

9. You must only collect and Process Personal Data for specified, explicit and legitimate purposes.

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

What is “data minimisation”?

11. Personal Data must be adequate, relevant and limited to what is necessary in relation to the purposes for which it is Processed. Therefore, you may only Process Personal Data when performing your job duties requires it. You must not Process Personal Data for any reason unrelated to your job duties.
12. Only collect Personal Data that you require for your job duties: do not collect excessive data. Ensure any Personal Data collected is adequate and relevant for the intended purposes.
13. Ensure that when Personal Data is no longer needed for specified purposes, it is deleted or anonymised in accordance with our data retention guidelines.

Our duty to ensure data accuracy

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

The “storage limitation” duty

18. Personal Data must not be kept in an identifiable form for longer than is necessary for the purposes for which the data is processed.
19. We will ensure Personal Data is deleted after a reasonable time for the purposes for which it was being held, unless a law requires that data to be kept for a minimum time. You must comply with any guidelines on data retention.
20. You must not keep Personal Data in a form which permits the identification of the Data Subject for longer than needed for the legitimate business purpose or purposes for which we originally collected it including for the purpose of satisfying any legal, accounting or reporting requirements.
21. You must take all reasonable steps to destroy or erase from our systems all Personal Data that we no longer require in accordance with our applicable records retention schedules and policies. This includes requiring third parties to delete that data where applicable.
22. You must ensure Data Subjects are informed of the period for which data is stored and how that period is determined in any applicable Privacy Notice.

What do we mean by “security integrity and confidentiality”?

23. Confidentiality” means that Personal Data should only be accessed on a need-to-know basis.
24. “Integrity” means that Personal Data is accurate and suitable for the purpose for which it is processed.
25. “Availability” means that authorised users are able to access the Personal Data when they need it for authorised purposes.
26. You must maintain data security by protecting the Confidentiality, Integrity and Availability of the Personal Data. For example, you must secure Personal Data by appropriate technical and organisational measures against unauthorised or unlawful Processing, and against accidental loss, destruction or damage.
27. We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of Personal Data that we own or maintain on behalf of others and identified risks (including use of encryption and pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure security of our Processing of Personal Data.
28. You are responsible for protecting the Personal Data we hold. You must implement reasonable and appropriate security measures against unlawful or unauthorised Processing of Personal Data and against the accidental loss of, or damage to, Personal Data. You must exercise particular care in protecting Special Categories of Personal Data and Criminal Convictions Data from loss and unauthorised access, use or disclosure.
29. You must follow all procedures and technologies we put in place to maintain the security of all Personal Data from the point of collection to the point of destruction. You may only transfer Personal Data to third-party service providers who agree to comply with the required policies and procedures and who agree to put adequate measures in place, as requested.

The obligation to report a Personal Data Breach

30. The UK GDPR requires Controllers to notify any Personal Data Breach to the Information Commissioner and, in certain instances, the Data Subject.
31. We will promptly deal with any suspected Personal Data Breach and will notify Data Subjects or any applicable regulator where we are legally required to do so.
32. If you know or suspect that a Personal Data Breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the Honorary Secretary. You must preserve all evidence relating to the potential Personal Data Breach.

What is the transfer limitation?

33. The UK GDPR restricts data transfers to countries outside the UK to ensure that the level of data protection afforded to individuals by the UK GDPR is not undermined. A transfer happens when Personal Data originating in one country is transmitted, sent, viewed or accessed in a different country.
34. You may only transfer Personal Data outside the UK if one of the following conditions applies:

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

Some guidance on Data Subjects' rights and requests

- 35. Data Subjects have rights when it comes to how we handle their Personal Data. These include rights to:
 - 35.1. withdraw Consent to Processing at any time;
 - 35.2. receive certain information about the Controller's Processing activities;
 - 35.3. request access to their Personal Data that we hold;
 - 35.4. prevent our use of their Personal Data for direct marketing purposes;
 - 35.5. ask us to erase Personal Data if it is no longer necessary in relation to the purposes for which it was collected or Processed or to rectify inaccurate data or to complete incomplete data;
 - 35.6. restrict Processing in specific circumstances;
 - 35.7. challenge Processing which has been justified on the basis of our legitimate interests or in the public interest;
 - 35.8. request a copy of an agreement under which Personal Data is transferred outside of the UK;
 - 35.9. object to decisions based solely on Automated Processing, including profiling (ADM);
 - 35.10. prevent Processing that is likely to cause damage or distress to the Data Subject or anyone else;
 - 35.11. be notified of a Personal Data Breach which is likely to result in high risk to their rights and freedoms;
 - 35.12. make a complaint to the supervisory authority;
 - 35.13. in limited circumstances, receive or ask for their Personal Data to be transferred to a third party in a structured, commonly used and machine-readable format.
- 36. If you receive a Data Subject request, you must verify the identity of an individual requesting data under any of the rights listed above. You must never allow third parties to persuade you into disclosing Personal Data without proper authorisation. Instead, you must forward any Data Subject request you receive to the Honorary Secretary without delay.

What does the duty of “accountability” mean to you

- 37. We will implement appropriate technical and organisational measures in an effective manner, to ensure compliance with data protection principles. This means that we will have adequate resources and controls in place to ensure and to document UK GDPR compliance.
- 38. As the UK GDPR requires us to keep full and accurate records of all our data Processing activities, you must keep and maintain accurate corporate records reflecting our Processing including records of Data Subjects' Consents and procedures for obtaining Consents.
- 39. Where offered, you must undergo all mandatory data privacy related training.

Other relevant matters

40. You must not make any decisions based exclusively on Automated Processing without the prior approval of the Honorary Secretary.
41. We are subject to certain rules and privacy laws when marketing to our members and prospective members. Anyone engaged in marketing our business must explicitly offer any Data Subject the right to object to direct marketing in an intelligible manner so that it is clearly distinguishable from other information. A Data Subject's objection to direct marketing must be promptly honoured and implemented.
42. We are not allowed to share Personal Data with third parties unless certain safeguards and contractual arrangements have been put in place. You may therefore only share the Personal Data we hold with another employee, agent or representative of our group (which includes any subsidiaries and holding companies) if the recipient has a job-related need to know the information and the transfer complies with any applicable cross-border transfer restrictions.
43. You may only share the Personal Data we hold with third parties, such as our service providers, if:
 - 43.1. they have a need to know the information for the purposes of providing the contracted services;
 - 43.2. sharing the Personal Data complies with the Privacy Notice provided to the Data Subject and, if required, the Data Subject's Consent has been obtained;
 - 43.3. the third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;
 - 43.4. the transfer complies with any applicable cross-border transfer restrictions; and
 - 43.5. a fully executed written contract that contains UK GDPR-approved third party clauses has been obtained.