



# CONFIDENTIALITY POLICY

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## POLICY CONTROL

Version	Description	Date	Approval
1.0	Confidentiality Policy	22 Nov 2021	Board
1.1	Full update	Feb 2024	
2.0	Board approval	11 June 2024	Board
<b>Next Review:</b>		June 2027	

## LINKED POLICIES

Data Protection Policy & Statements  
Privacy Policy  
Safeguarding & Vulnerable Adults Policy  
Whistleblowing Policy

## APPENDICES

A - Confidentiality Agreement (applies to all staff members)

## CONFIDENTIALITY POLICY

### 1. INTRODUCTION

- 1.1. Newquay Foodbank is committed to ensuring the Confidentiality of users' data. This Policy should be read in conjunction with the Data Protection Policy, and all volunteers and employees will be required to sign a Confidentiality Agreement.

## **2. POLICY STATEMENT**

- 2.1. Newquay Foodbank recognises that employees and volunteers use information about beneficiaries as part of their work. In most cases information will not be stated as confidential but volunteers and employees must use common sense when deciding what is confidential. This Policy should be read and understood in conjunction with the Data Protection Policy which provides further detail as per the Data Protection Act 2018.
- 2.2. Volunteers may share information in order to discuss issues or seek advice. The information shared will be minimised to only what is absolutely necessary to facilitate support of a beneficiary.
- 2.3. Beneficiary data will only be shared with third parties where explicit consent has been given ie for onward referral.

## **3. STORAGE OF INFORMATION**

- 3.1. Information relating to service users will be stored as per the Newquay Foodbank Data Protection Policy.

## **4. LEGAL DUTY TO SHARE INFORMATION**

- 4.1. There is a legal duty to share some information in the following situations;

- To protect children at significant risk of harm
- To prevent or detect a crime
- As a duty of care in a life-threatening situation
- If there is a concern for a vulnerable adult (see the Safeguarding & Vulnerable Adults Policy)
- As a duty to the courts

## **5. BREACH OF CONFIDENTIALITY**

- 5.1. A breach of confidentiality by current volunteers or employees will be dealt with through Newquay Foodbank disciplinary procedures.
- 5.2. Any breach of confidentiality by previous volunteers or employees may lead to legal action.

## **6. WHISTLE BLOWING**

- 6.1. Any individual who has concerns relating to the operational delivery of the Newquay Foodbank or the clients we serve should be addressed to Foodbank Operations Manager. There is a Newquay Foodbank Whistleblowing Policy that should also be referred to.

## **7. REVIEW**

- 7.1.** This policy and its implementation will be reviewed at least every three years or where significant change occur.

## APPENDIX A

# CONFIDENTIALITY AGREEMENT

This confidentiality agreement covers the Newquay Foodbanks agreement with you to retain your information in a professional manner in accordance with the [Data Protection Act 2018](#), along with your agreement with us to ensure you handle any information you come in to contact with, whilst working with the Foodbank, in the same manner. The term “staff member” is used to describe any volunteer or employee that is working with Newquay Foodbank.

As a staff member for the Newquay Foodbank, you may have access to (or may learn of) information of a confidential nature including personal volunteer, donor and/or beneficiary details. Confidential information includes (but is not limited to) the contents of the Foodbank Operating Manual, and personal details held online eg the Trussell Trust DCS system, written or spoken, printed documents or photographs etc

Under the Data Protection Action 2018 you must minimise the data collected, ensure it is relevant, use the information only for the reasons it was collected, and only where you have explicit approval from an individual to collect and retain the data. This includes raising referrals for third-party organisations eg Citizen’s Advice. By signing this agreement, you are confirming that you have read and understood the Data Protection Policy which provides further detail.

**The only exception** to this is if you have been party to any information which raises a concern to you, such as a safeguarding matter. In this case, **if you are in any doubt** please pass any information to our Safeguarding Officer or your Team Leader who will discuss it with you directly, and progress as required.

## CONFIDENTIALITY STATEMENT

I understand that while volunteering with Newquay Foodbank I may come across information that is confidential. I agree that I will never disclose such confidential information to anyone outside of the project, subject to the exception outlined above.

**As a staff member I acknowledge that I will be in a position of trust and therefore confirm:**

A.	I am not aware of any reason why I should not undertake this role	
B.	There are matters I need to declare before an appointment is made (Please give basic info below for further discussion if needed, not all concerns would preclude you from working with the Foodbank)	
C.		

**You should declare:**

- Any health condition or any other information that may influence your ability to work with the Foodbank, or affect the kind of role you will be able to undertake
- Any unspent criminal convictions, including cautions. Including outside of the UK.
- If your name has been placed on a list of people barred from working with children or vulnerable adults, previously held by ISA now by the Disclosure and Barring Service (DBS).
- If you are currently under investigation by the police.

If you would like any guidance on declaring a conviction, please take a look at the following website: <https://www.nacro.org.uk/resettlement-advice-service/support-for-individuals/disclosing-criminal-records/rehabilitation-offenders-act/> for advice on this.

I understand breaches of this agreement could result in termination of working with the Foodbank.

<b>Signed</b>		<b>Name</b>		<b>Date</b>	
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If your circumstances change during the time you are working with the Foodbank bank YOU MUST make the Safeguarding Officer or your Team Leader aware at the earliest opportunity.