

OPERATING PROCEDURES AND POLICIES DOCUMENT (including Data Protection, Privacy and Consent)

for

CANDICE DOWSON (Sole Proprietor) trading as 'ARRAS HEALING'



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CONTENTS

Introduction	Page 1
Interpretation & Terms	Page 1
Data Protection and Privacy Statement	Page 2
Privacy Information for Online Website Visitors	Page 3
Operating Procedures incl. Safeguarding	Page 4

INTRODUCTION

This set of Operating Procedures and Policies covers the operation of all business and services rendered by the Sole Proprietor CANDICE DOWSON TRADING AS ARRAS HEALING, who shall hereafter be referred to as ARRAS HEALING for the purposes of this document.

This document shall be reviewed and updated annually or more frequently as needed such as when new legislation is passed affecting the policies and procedures within it.

If you have additional questions or require more information, do not hesitate to get in touch.

INTERPRETATION & TERMS

The words below shall have the following meaning within these Policies and Procedures:

Data Subject, means an individual or business e.g. a Client or Supplier who is the subject of Personal and Identifiable Data held within Arras Healing.

Data Controller, means the party or parties who set the requirements and purposes for data collected in the operating of business and the services of Arras Healing and receive it from the Data Processor. The Data Controller is Arras Healing.

Data Processor, means the party or parties who provide data to the Data Controller for planning, delivery and evaluation purposes plus any other need(s) required for the implementation of services provided by the party or parties. The Data Processor is Arras Healing because it is only Arras Healing as a sole trader that will process the data of Data Subjects.

Personal Data, means any information relating to an identified or identifiable living person ('Data Subject'); an identifiable living person is one who can be identified, directly or indirectly, in particular by reference to an identifier

such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that living person. The obtaining, handling, use and disclosure of such information is principally governed by the UK Data Protection Act 2018 (sometimes referred to as the General Data Protection Regulation (GDPR) prior to EU Exit) and Article 8 of the Human Rights Act 1998, and the common law duty of confidentiality.

Special Category Personal Data, means Personal Data, as defined above, which relates to; (a) the racial or ethnic origin of the data subject, (b) his political opinions, (c) his religious philosophical beliefs or other beliefs of a similar nature, (d) whether he is a member of a trade union, (e) his physical or mental health or condition, (f) genetic data about him, (g) biometric data processed for the purposes of identifying him, (h) his sexual life and/or orientation, (g) the commission or alleged commission by him of any offence.

The UK Data Protection Act 2018 places additional conditions upon the processing of special category data.

Identifying Data, means information that relates to a living or deceased individual who may be identifiable from that data or that data and other data or information which is in the possession of, or likely to come into the possession of the Data Controller or Data Processor.

Anonymised Information, means Personal Data or Special Category Personal Data that has been anonymised and no longer relates to or identifies an individual.

DATA PROTECTION AND PRIVACY STATEMENT

Candice Dowson trading as Arras Healing needs to keep and process information relating to Data Subjects in order to be able to deliver their services to clients, organisations and recipients. Arras Healing will keep and use information to enable it to run its support services and manage its relationship with recipients effectively, lawfully and appropriately. If recipients do not provide this data, Arras Healing will be unable to administer its services and the relationship between recipient and Arras Healing will end.

Your personal data – what is it?

Personal data relates to a living individual (the Data Subject) who can be identified from that data. The processing of personal data is governed by the UK Data Protection Act 2018.

Who is Arras Healing?

Arras Healing is the Data Controller. This means it decides how your personal data is processed and for what purposes. Arras Healing as a sole trader is also the Data Processor.

How does Arras Healing process your data?

Arras Healing complies with UK Data Protection Act 2018 by keeping personal data up to date; by storing and destroying it securely; by not retaining or collecting excessive amounts of data; by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

How long does Arras Healing keep your personal data?

Arras Healing keeps data on file for the duration of the services rendered and for a further five years after the services have come to an end, the latter in the event of any unforeseen events that data is required following ending of services and also to comply with indemnity insurance policies. After this period data is securely destroyed.

What is the legal basis for holding your data?

The legal basis for holding data is because it is necessary for the performance of the Data Controller's duties or for the performance of a contract of services between the Data Controller and the Data Subject.

Sharing your personal data

Your data is treated as strictly confidential. It is used only within the services provided by Arras Healing. It will never be shared externally to a third party without your prior verbal or written consent.

Your rights and your personal data

You have the following rights: to request a copy of the personal data held about you; to correct any inaccuracies; to request your data is destroyed; to transfer your data to another Data Controller or Data Processor; to request a restriction on further data processing; to lodge a complaint with the Information Commissioner's Office (ICO).

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PRIVACY INFORMATION FOR ONLINE WEBSITE VISITORS

At Arras Healing, accessible from arras-healing.co.uk, one of our main priorities is the privacy of our visitors. This Privacy Policy contains types of information that is collected and recorded by Arras Healing and how we use it.

Our Privacy Policy for Online Website Visitors applies only to our online activities and is valid for visitors to our website with regards to the information that they shared during use of Arras Healing's website. This policy is not applicable to any information collected offline or via channels other than this website. Please refer to the full Operating Procedures and Policies of Arras Healing, available on request or via the website, for privacy policies relating to face-to-face and offline work.

By using our website, you hereby consent to our Privacy Policy for Online Website Visitors and agree to its terms.

If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

General Data Protection Regulation (now known as UK Data Protection Act 2018 following EU Exit)

Arras Healing is a Data Controller of your information.

Arras Healing's legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Information we collect and the specific context in which we collect the information:

- Arras Healing needs to perform a contract with you;
- You have given Arras Healing permission to do so;
- Processing your personal information is in Arras Healing's legitimate interests;
- Arras Healing needs to comply with the law.

Arras Healing will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

Website Visitors

Arras Healing follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and are a part of hosting services' analytics, in this case Go Daddy's linking with Google Analytics. The information collected by log files usually includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analysing trends, administering the site, tracking users' movement on the website, and gathering demographic information such as country.

Cookies

Like any other website, Arras Healing uses 'cookies.' These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

Advertising Partners

Please note that Arras Healing has no external advertisers on its website other than its website host Go Daddy.

Any advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has their own Privacy Policy for their policies on user data.

[Go Daddy - Privacy Policy can be located here: <https://www.godaddy.com/en-uk/agreements/privacy>]

Third-party ad servers or ad networks uses technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Arras Healing, which are sent directly to users' browsers. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit.

Note that Arras Healing has no access to or control over these cookies that are used by third-party advertisers e.g. Go-Daddy.

Privacy Policies of Third Party Advertisers

Arras Healing's Online Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt-out of certain options.

You can choose to disable cookies through your individual internet browser options. To know more detailed information about cookie management with specific web browsers, it can be found at the browsers' respective websites and help pages.

Children's Information

Another part of our priority is adding protection for children and minors while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

Arras Healing does not knowingly collect any Personal Identifiable Information from children and minors under the age of 18 who use our website. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

Information about safeguarding is available in Arras Healing's full Operating Procedures and Policies which is available on request (please see below).

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OPERATING PROCEDURES OF ARRAS HEALING

INFORMED WRITTEN CONSENT: All clients will be asked to sign a written Client Declaration of Consent form before receiving support and services from Arras Healing that are therapeutic, educational or coaching-based in nature. Clients will be entitled to a copy of this for their own records.

INFORMED VERBAL CONSENT: In some instances such as in the execution of contracted works for small and large organisations or in the facilitation of groupwork and workshops/events, there are barriers or significant logistical difficulties to obtaining written consent in a manner which will be appropriate and sensitive to the matter at hand. In such instances informed verbal consent will be sought to be able to process data and where possible all data will be anonymised. The basis of informed verbal consent is made on the agreement that there is a clear offer in place and clear understanding of the nature of the offer between parties; there is consideration given to the exchange of value between the parties (generally of social value) and agreement that this is proportionately made; that there is mutuality of intention and benefit behind the verbal consent and that it has been made within conditions agreed by all parties e.g. to receive informal support at an event/workshop/group meeting etc; to participate in a case study or service user survey to share one's views; to provide testimonial feedback to Arras Healing.

DATA PROCESSING AND PROTECTION: Please refer to Arras Healing's Data Protection and Privacy Statement.

CONFIDENTIALITY: All information disclosed within sessions and the written records pertaining to those sessions are confidential and may not be revealed to anyone without the client's written permission except where disclosure is required by law. All information disclosed within or as part of contractual works with organisations are confidential and may not be revealed to anyone unless informed written or informed verbal consent is in place.

WHEN DISCLOSURE IS REQUIRED OR MAY BE REQUIRED BY LAW: Some of the circumstances where disclosure is required or may be required by law are: where there is a reasonable suspicion of child, dependent, or elder abuse or neglect; where a client presents a danger to self, to others, to property, or is gravely disabled; or when a client's family members or caregivers communicate that the client is in danger or presents a danger to others.

CONSULTATION AND SUPERVISION: Arras Healing may consult with other professionals and peers regarding clients, such as during supervision or reflective practice; however, each client's identity remains completely anonymous and confidentiality is fully maintained. This peer support ensures that Arras Healing continues to offer safe, effective and trauma-informed practice.

EMERGENCY: If there is an emergency during sessions, or in the future after termination of the coaching relationship, where Arras Healing becomes aware of concerns about a client's personal safety, the possibility of a client injuring someone else, or about the client receiving proper care and support, Arras Healing will do whatever it can within the limits of the law, to prevent a client from self-injury or injury of others and to ensure that a client receives proper medical or urgent care. For this purpose, and if the emergency occurs within the timeframe of record-keeping, Arras Healing may also contact the person who clients have provided as an Emergency Contact.

TELEPHONE AND EMERGENCY PROCEDURES: If a client needs to contact Arras Healing between sessions, please leave a message on the phone voicemail (07933 299 266) or send an email (hello@arras-healing.co.uk) and Arras Healing will get back to them as soon as possible. If an emergency arises please contact The Samaritans on 116 123 or if there is a risk to life and safety please contact the emergency services on 999. Please note that Arras Healing runs an appointment-based system and does not offer emergency or crisis support. Arras Healing does offer flexible home visits and intensive appointments, which in some cases may be appropriate for working with post-crisis, but an appointment would still need to be made via the usual routes of email or telephone.

ONLINE AND PHONE COMMUNICATION: It is very important to be aware that computers and unencrypted email, texts, and electronic communication of any kind can be relatively easily accessed by unauthorised people and hence can compromise the privacy and confidentiality of such communication. Emails, texts, and electronic communications are vulnerable to such unauthorised access since servers or communication companies may have unlimited and direct access to all emails, texts and communications that go through them. It is always a possibility that texts and emails can be sent erroneously to the wrong address and computers. Arras Healing's computer is equipped with firewall, virus protection and password protection. If clients communicate confidential or private information via unencrypted email, texts or via phone messages, Arras Healing will assume that clients have made an

informed decision and will view it as the client's agreement to take the risk that such communication may be intercepted, and will honour the client's desire to communicate via such method. Please do not use texts, email, voicemail, or messaging apps (such as WhatsApp) for emergencies unless otherwise agreed.

RECORDS AND YOUR RIGHT TO REVIEW THEM: Please note that relevant information shared via emails, texts, and voicemails are part of coaching records and standard contractual processes. Unless otherwise agreed to be necessary, Arras Healing retains client records for five years following the end of the coaching or business relationship. If a client has any concerns regarding their records or data, please discuss this with your named contact at Arras Healing (Candice Dowson). As a client, and under data protection regulations, you have the right to review or receive a summary of your records at any time. Please allow an appropriate and respectable amount of administrative time for Arras Healing to complete this retrieval or summary of records following a request. Depending on the nature and extent of the request, a monetary fee may be applicable.

PAYMENTS: Clients are expected to pay the standard fee (see website) per session in advance prior to sessions, or by agreement with Arras Healing at the end of each session unless other arrangements have been made. Travel expenses, writing and reading of reports, advocacy, longer sessions, or consultations with other practitioners or professionals on a client's behalf, will incur additional fees unless agreed upon otherwise. Please notify Arras Healing if any problems arise during the course of coaching affecting the ability to make timely payments. Where possible payments should be made via bank transfer, direct debit, PayPal or cash. Cheques are not accepted.

REFUNDS AND REIMBURSEMENTS: Should a client be dissatisfied with the services provided by Arras Healing, in the first instance please discuss this with Arras Healing in confidence. It is Arras Healing's policy not to offer refunds for services rendered to protect the integrity of the business and due to time already spent on behalf of the client (or business/group/organisation) or in support of the client's journey and wellness. Arras Healing works diligently to avoid client dissatisfaction through regular check-ins and reviews completed with clients. Reimbursements will be applicable in instances where the client changes to a block booking arrangement, has accidentally overpaid, or has paid in advance but provided 24 hours' notice of cancellation (see Cancellation below). In extreme circumstances Arras Healing will negotiate a refund if it is appropriate to all parties to do so.

TERMINATION: Clients have the right to terminate coaching, communication, support and/or contractual arrangements at any time. If a client chooses to do so, upon the client's request and if appropriate and possible, Arras Healing will provide clients with names of other qualified professionals, consultants and practitioners whose services they might prefer.

SAFEGUARDING: Arras Healing is committed to adhering to safeguarding best practice, but as a small sole trader business, does not have a standalone Safeguarding Policy. Arras Healing works with children (those identified as being aged under 18 years old) and vulnerable people on an ad hoc basis and whether Arras Healing agrees to work with such clients is considered on a case-by-case basis and only following a consultation. In some instances Arras Healing will not be the most suitable or appropriate professional to work with an individual, group or company and Arras Healing will communicate this in a sensitive and transparent manner if that is the case. If this occurs Arras Healing will endeavour to signpost clients to alternative provision and support which clients may prefer. If Arras Healing ever has any safeguarding concerns for a client, they may seek professional advice on the situation which does not compromise the confidentiality of the client, such as within supervision. In an emergency, Arras Healing will contact emergency services and in order to protect the client's safety or the safety of others, confidentiality will no longer apply as Arras Healing will be obliged to share personal information on ethical and possibly legal grounds.

DUAL RELATIONSHIPS: Despite a popular perception, not all "dual" or multiple relationships are unethical or avoidable. Coaching, consulting and any service rendered by Arras Healing will never involve sexual or any other dual relationship that impairs objectivity, decision-making or is or could be seen to be exploitative in nature. It is important to recognise that in some communities, particularly small towns and villages, multiple relationships are either unavoidable or expected (such as Coach and Client seeing each other in the street, in a shop, post office, or

having mutual friends and acquaintances etc). Arras Healing will never acknowledge working with anyone without their informed written or verbal permission. Nevertheless, Arras Healing will discuss with clients the often-existing complexities, potential benefits, and difficulties that may be involved in dual or multiple relationships. Dual or multiple relationships can enhance trust and coaching effectiveness but can also detract from it and often it is impossible to know which ahead of time. It is the client's responsibility to advise Arras Healing if the dual or multiple relationship becomes uncomfortable for them in any way. Arras Healing will always listen carefully and respond to client feedback and will discontinue the dual relationship if it interferes with the effectiveness of coaching, client welfare or contractual fulfilment and, of course, clients can do the same at any time.

SOCIAL NETWORKING AND INTERNET SEARCHES: Although Arras Healing welcomes follows and interaction on official Arras Healing social media sites, Candice Dowson (Coach) does not accept friend or follow requests from current or former clients on social networking sites, such as Facebook and Instagram. Candice Dowson believes that adding clients as friends on these sites and/or communicating via such sites can compromise their privacy and confidentiality, as well as her own. For this same reason she requests that clients do not communicate with her via any interactive or social networking websites. However, interaction and contact is of course welcomed via Arras Healing's official social media channels. Candice Dowson acknowledges and appreciates when client contact may be accidental in nature due to natural curiosity or a client's expressed wish to complete background checks or carry out due diligence prior to engaging in support or services.

AUDIO OR VIDEO RECORDING: Unless otherwise agreed to by all parties beforehand, there shall be no audio or video recording of therapy sessions, phone calls, or any other services provided by Arras Healing.

CANCELLATION: Since the scheduling of an appointment involves the reservation of time specifically for a client, (and means Arras Healing does not book this space for another client) a minimum of 24 hours' notice is required for rescheduling or cancelling an appointment. Unless a different agreement is reached with Arras Healing, (such as where a client is experiencing illness) the full fee will be charged for sessions missed without such notification.

PROFESSIONAL INDEMNITY: Arras Healing maintains up-to-date insurance policies for business and professional indemnity. Certificates of proof are available on request.