

Protocols, policies and procedures

These protocols, policies and procedures (“Protocols”) are to be read in conjunction with the Constitution approved at a Special General Meeting held on 26th January 2020 (“the 2020 Constitution”)

The Protocols were considered and approved by the Committee Meeting held on 14th July 2020.

CONTENTS

1. Introduction	p1
2. Membership	p1
3. Officers and Trustees	p2
4. Meetings and Proceedings of Trustees	p3
5. Conduct of General Meetings	p4
6. Financial Procedures	p5
7. Equality and Diversity Policy	p8
8. Safeguarding Policy	p9
9. Complaint Handling Policy	p10
10. Volunteer Policy	P10
11. Data Protection Policy	p11
12. Health and Safety Policy	p13
13. Accidents and Emergencies Policy	p14

1. INTRODUCTION

The following document forms part of the governance of Norwich Chamber Music (“NCM”). All Trustees will be given a copy of the Constitution and the Protocols and will be deemed to have accepted both.

These protocols, policies and procedures will be promoted and are mandatory for everyone involved in NCM. Failure to comply will be addressed without delay and may ultimately result in exclusion from NCM.

2. MEMBERSHIP

2.1 Membership of NCM is open to individuals who have paid an annual subscription and are approved by the Trustees. The Trustees are the members of the Committee (“the Committee”) as defined in Article 5 of the 2020 Constitution

2.2 Membership is for a period of one year from July 1st each year. Members can apply for a renewed membership annually

2.3 The Committee may only refuse an application for membership or renewal of membership if, acting reasonably and properly, it considers it in the best interests of NCM to refuse membership.

- 2.4 The Committee must inform the applicant in writing of the reasons for refusal within twenty-one days of the decision.
- 2.5 The Committee must consider any written representations by the applicant. After consideration, the Committee's decision is final.
- 2.6 Membership voting rights are not transferrable
- 2.7 The Committee must keep a register of the names and addresses of members.
- 2.8 Every member shall have one vote at any General Meeting
- 2.9 Membership is terminated if:
 - 2.9.1 The member dies
 - 2.9.2 The member resigns by written notice to NCM unless after resignation there would be fewer than five members

3. OFFICERS AND TRUSTEES

- 3.1 Prior to putting his/her name forward to be a Committee Member/Trustee, he/she shall confirm to the Secretary that he/she has read the Charity Commission guidance "The Essential trustee: what you need to know," which can be found by searching the Charity Commission/essential trustee guidance, the Constitution and Protocols to be found on the website www.norwichchambermusic.org.uk . All Committee Members are Trustees who must be members of NCM-
- 3.2 Trustees may not appoint anyone to act on their behalf at meetings of the Committee
- 3.3 Trustees can be paid legitimate expenses incurred on behalf of NCM
- 3.4 Any other payments to Trustees must be with the approval of the Charity Commission and be in accordance with the Trustees Act 2000 and section 185 of the Charities Act 2011 where appropriate
- 3.5 Committee Members are elected to serve for one year at a time. At each Annual General Meeting, all Trustees shall offer themselves for re-election for a further term. No Committee Member shall hold a particular Office for more than ten consecutive years except by unanimous agreement of all the committee.
- 3.6 There shall be a minimum of three named officers as defined in the **2020** Constitution, and a maximum of fifteen Trustees.
- 3.7 In case of a vacancy, the Committee may co-opt a Trustee who will offer him or herself for election at the next Annual General Meeting
- 3.8 A Trustee shall cease to hold office if he or she:
 - 3.8.1 Is disqualified from acting as a Trustee by virtue of Sections 178 and 179 of the Charities Act 2011, or any statutory re-enactment or modification of that provision
 - 3.8.2 Ceases to be a member of NCM
 - 3.8.3 In the written opinion of a registered medical practitioner treating that person has become mentally or physically incapable of acting as a Trustee and may remain so for more than three months
 - 3.8.4 Resigns as a Trustee (but only if five Trustees remain in office when the notice of registration takes effect)

3.8.5 Is absent without permission from a Committee meeting for a period of twelve months and the Trustees resolve that his or her office be vacated.

3.9 The committee may exercise the following powers:

3.9.1 Power to raise funds and to invite contributions provided that in raising funds the Committee shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law;

3.9.2 Power to buy, take on lease or in exchange any property necessary for the achievement of the objects and to maintain and equip it for use;

3.9.3 Power subject to any consents required by law to borrow money and to charge all or part of the property of NCM with repayment of the money so borrowed;

3.9.4 Power to employ such staff as are necessary for the proper pursuit of the objects and to make all reasonable and necessary provision for the payment of appropriate wages, pensions and superannuation for staff and their dependents, including any necessary tax and other returns;

3.9.5 Power to co-operate with other charities, voluntary bodies and statutory authorities operating in furtherance of the objects or of similar charitable purposes and to exchange information and advice with them;

3.9.6 Power to establish or support any charitable trusts, associations or institutions formed for all or any of the objects;

3.9.7 Power to appoint and constitute such advisory committees and sub-Committees as the Committee may think fit;

3.9.8 Power to do all such other lawful things as necessary for the achievement of the objects.

4. MEETINGS AND PROCEEDINGS OF THE TRUSTEES

4.1 Trustees may regulate their proceedings as they think fit, subject to the provisions of the Constitution and these Protocols.

4.2 The Trustees shall hold meetings, the minimum number being two per year. All such meetings are Trustee meetings. A special Committee meeting beyond the regular schedule may be called at any time by the Chairman, or by any 2 Trustees, upon not less than 4 days' notice being given to the other Trustees of the matters to be discussed, but if the matter includes the appointment of a co-opted member then not less than 21 days' notice.

4.3 The Chairman shall act as chairman at meetings of the Trustees. If the Chairman is absent from any meeting, the Trustees present shall choose one of their number to be chairman of the meeting before any other business is transacted.

4.4 If the number of Trustees is less than the quorum of five, the continuing Trustees or Trustee may act only for the purpose of filling vacancies or of calling a general meeting. No other decision may be made by a meeting of the Trustees unless a quorum of five is present at the time the decision is purported to be made.

4.5 Questions shall be determined by a majority of votes of the Trustees present and voting on the question, but in the case of equality of votes, the chairman of the meeting shall have a second or 'casting' vote.

4.6 The Trustees shall keep minutes of the proceedings at meetings of the Trustees and any sub-committee, and shall ensure that these are stored safely, and that they are available for inspection as required.

4.7 The Trustees may appoint one or more sub-committees, consisting of three or more Trustees, for the purpose of making any enquiry or supervising or performing any function or duty which, in the opinion of the Trustees, would be more conveniently undertaken or carried out by a sub-committee: provided that all acts and proceedings of any such sub-committee shall be fully and promptly reported to the Trustees.

4.8 A Trustee must declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with NCM or in any transaction or arrangement entered into by NCM which has not been previously declared;

4.9 A Trustee must absent himself or herself from any discussions of the Trustees in which it is possible that a conflict will arise between his or her duty to act solely in the interests of NCM and any personal interest (including but not limited to any personal financial interest).

4.10 Any Trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the Trustees on the matter.

5. CONDUCT OF GENERAL MEETINGS

5.1 As defined in article 4 of the Constitution an Annual General Meeting ("AGM") shall be held within six months of the end of each financial year with fourteen days' notice given to all Members. The quorum is twelve members exclusive of the Committee.

5.2 A Special General Meeting ("SGM") may be called by a majority vote of the Trustees for any relevant legitimate purpose. Fourteen days' notice is required. Members are invited. The quorum is twelve, exclusive of the Committee.

5.3 The Trustees shall present to each AGM the report and accounts of NCM for the preceding year.

5.4 Nominations for election to the Committee must be made by members of NCM in writing. Should nominations exceed vacancies, an election shall be held.

5.5 The Trustees may call a SGM at any time.

5.6 At least 14 days' written notice of a SGM shall be given to all members.

5.7 The Trustees must call a SGM if requested to do so in writing by at least ten members or one tenth of the membership, whichever is the greater. Where NCM has less than 30 members, the Trustees must call a special general meeting if requested to do so in writing by at least five members. The request must state the nature of the business that is to be discussed. If the Trustees fail to hold the meeting within twenty-eight days of the request, the members may proceed to call a SGM but in doing so they must comply with the provisions of the Constitution and these Protocols.

5.8 No business shall be transacted at any general meeting unless the quorum of 12 is present exclusive of the Committee.

5.9 If a quorum is not present within half an hour from the time appointed for the meeting; or during a meeting a quorum ceases to be present, the meeting shall be adjourned to such time and place as the Trustees shall determine.

5.10 The Trustees must re-convene the meeting and must give at least fourteen clear days' notice of the re-convened meeting stating the date time and place and purpose of the meeting.

5.11 If no quorum is present at the re-convened meeting within fifteen minutes of the time specified for the start of the meeting the members present at that time shall constitute the quorum.

5.12 The Secretary or other person specially appointed by the committee shall keep a full record of proceedings at every general meeting of the Society.

6. FINANCIAL PROCEDURES

6.1 General principles

NCM requires good internal financial controls to protect its assets, and avoid theft, fraud, conflicts of interest and losses in general. NCM also needs to comply with charity law relating to finance. The controls in place need to be reviewed by the Committee annually to ensure they continue to meet requirements.

6.2 Financial Duties of Trustees

6.2.1	Keep 'sufficient' accounting records to explain all transactions and show NCM's financial position	Treasurer
6.2.2	Prepare an annual report and statutory accounts meeting legal requirements	Treasurer
6.2.3	Ensure the reserves policy is reviewed annually and disclosed in the Trustees' Annual Report	Treasurer
6.2.4	Ensure that the accounts are subjected to any external scrutiny required by law or by the Constitution and these Protocols	Treasurer
6.2.5	Ensure the Trustees' Annual Report and accounts are approved at the AGM	Chairman
6.2.6	Ensure that the Trustees' Annual Report, accounts and annual return are filed on time with the Charities Commission where filing is required by law	Secretary
6.2.7	Meet requests from the public for copies of NCM's most recent Trustees' annual report and accounts	Secretary
6.2.8	Safeguard the assets of NCM and ensure proper application of resources	Chairman
6.2.9	Take steps for the prevention and detection of bribery, fraud, financial abuse and other irregularities	Treasurer
6.2.10	Ensure the appointment of independent financial examiners at the Annual General Meeting.	Secretary

6.3 Finance Management

6.3.1 A financial plan for the subsequent two or three seasons will be normally prepared by the end of March of the current season to ensure the future direction of NCM is reviewed. Chairman

6.3.2. A budget for the upcoming season will be prepared, normally by the end of March of the current season, to incorporate the costs of all pre-agreed contracts for musicians and hall hire etc, and ticket prices as agreed by the Committee, together with non-contracted items. This should be presented to, and approved by, the Committee. Treasurer

6.3.3 Information will be provided at each committee meeting to review the financial progress of the season to allow the comparison of actual results with the budget/previous concerts, and provide explanations for differences Treasurer

6.4 Contract Approval

6.4.1 Before negotiations with musicians begin for any particular Season, the total budget and general contractual terms will be agreed by the Committee. The Concert Administrator is then responsible for negotiating with musicians within that budget, and contracting with them on the agreed terms. Any budgetary variation or requested change in terms require authorisation by the Committee. The Concert Administrator will provide the Committee with a regular update on negotiations underway, budgetary outlook, and contracts signed

Concert Administrator

6.4.2 A draft concert programme for the following season will be prepared and reviewed by the end of December of the current season, and the costs of the programme approved by the Committee. Individual contracts will be confirmed by the end of March at the latest.

6.4.3 The general contractual terms for the Artistic Director, commissions, venues, paid staff, and any other item more than £1,000 will be agreed in advance by the Committee. Specific contracts or agreements in line within these terms, will be negotiated as follows: Concert Administrator

- for the Artistic Director by the Chair
- for venue and piano hire by the Concert Administrator
- for commissions by the Concert Administrator
- for educational musicians and services by the Education Secretary
- for marketing services by the Trustee responsible for Marketing
- for employment by the Trustee responsible for the Bar
- for accounting services by the Treasurer

6.4.4 The following specific contracts or agreements will always be reviewed and approved by the Chair before issue or signature:

- All contracts, except musicians' contracts, above £1,000,
- All contracts which would exceed the amounts previously authorised

6.4.5 All contracts will be copied to the Chair on Signature All Trustees

6.4.6 Organisations receiving grants or donations must be checked for integrity to ensure the funds will be appropriately used. All Trustees

6.4.7 The Trustees will consider and approve the ticket prices for the following season, to include membership fees, season ticket prices and prices for non-members for individual concerts, by February of the current season

6.5 Receipts

Any Trustee responsible for collecting income must adhere to the following guidelines and ensure that Volunteers/staff also comply:

6.5.1 Cheques received in the post must be held securely until they can be banked

6.5.2 The ticket desk and the bar should - be operated by two people to safeguard cash takings	All Trustees
6.5.3 Cash boxes (currently 3 floats and cash held in the bar) should never be left unattended	All Trustees
6.5.4 All cash and cheques should be passed to the Treasurer or banked without undue delay.	All Trustees
6.5.5 Monies received should be banked (if not already done so) and recorded in the financial records without delay	Treasurer
6.5.6 The number of tickets sold via agents, card payment devices or cash/cheques on the desk must be reconciled with monies received.	Treasurer
6.5.7 Gift Aid should be applied for annually	Treasurer

6.6 Payments

6.6.1 Invoices for contracted items defined in 6.4 will be matched to the signed contract before payment. For ease of administration, the contract prices can be summarised for the whole season and signed as agreed to the contracts by the Chairman	Treasurer
6.6.2 Invoices for items not subject to a contract defined in 6.4 above, will be passed to the Chairman for authorisation before being passed to the Treasurer for payment. They must be legible and approved by the trustee incurring the expense as evidence that the goods/ services have been received. Email approval and authorisation will be acceptable.	All Trustees
6.6.3 Expense Claim Forms must be completed by any Trustee or volunteer wishing to reclaim money paid for items purchased on behalf of NCM. Expense Claim Forms must be authorised by the Chairman as approval that the expense is legitimate.	All Trustees
6.6.4 Purchases of bar stock will normally be reclaimed through Expense Claims. For small items such as milk, orange juice etc, purchased on the day, reimbursement can be made through bar takings.	Treasurer
6.6.5 Bar staff wages will be paid from bar takings on the day of the concert	Treasurer
6.6.6 Expenses claims of under £50 can be reimbursed in cash on the day of the concert by submitting an authorised Expense Claim Form to the Treasurer to be paid from the cash floats.	Treasurer
6.6.7 All payments made should be promptly recorded in the accounting records	Treasurer

6.7 Banking

6.7.1 Bank mandates should be reviewed annually or on change of Trustees involved.	Treasurer
6.7.2 Bank mandates should include at least three Trustees, normally including: Chairman, Treasurer and at least one other Trustee	Signatories
6.7.3 Two signatories (from the 3 available) are required for each cheque or BACS payment. Usually payments are set up by the Treasurer and authorised by one other signatory	Signatories
6.7.4 Cash balances, bank balances and bank reconciliations will be independently checked annually	Treasurer
6.7.5 Cheque books must be held securely, and no blank cheques may ever be signed	All Trustees
6.7.6 Ensure all equipment and passwords used for electronic banking are securely held	Treasurer

6.8 Wages and salaries

6.8.1 Each employee must have a written statement of employment particulars in accordance with current legislation.	Trustee responsible for the Bar
6.8.2 Records required by HMRC and Pension scheme arrangements will be properly maintained	Trustee responsible for the Bar
6.8.3 Statutory deductions will be paid as required	Treasurer
6.8.4 Minimum wage legislation must be adhered to	Trustee responsible for the Bar

6.9 Investments

6.9.1 Monies invested will be reviewed annually or as required, mindful of yields available and ensuring that the risk to capital is minimal	Treasurer
6.9.2 The opening or closure of bank / deposit / investment accounts will be authorised by the committee as a whole	Treasurer

7. EQUALITY AND DIVERSITY POLICY

NCM is committed to encouraging equality and diversity and eliminating unlawful discrimination. The aim is for NCM to be open to all sections of society, and for each volunteer, concertgoer and employee to feel respected and welcomed. The organisation is also committed to avoiding unlawful

discrimination of volunteers, musicians, concertgoers, employees, partners, or other members of the public.

7.1 The policy's purpose is to:

7.1.1 Provide equality, fairness and respect for all in our activity

7.1.2 Avoid unlawful discrimination because of the Equality Act 2010 protected characteristics of age, disability, gender, reassignment, marriage and civil partnership, pregnancy, and maternity, race (including colour, nationality, and ethnic or national origin), religion or belief, gender, and sexual orientation.

7.1.3 Oppose and avoid all forms of unlawful discrimination for volunteers, musicians, concertgoers, employees, partners, or other members of the public. This includes:

- Access to concerts,
- Qualification for Membership,
- Qualification for Trusteeship
- The holding of any Office
- Terms and conditions of any employment
 - Dealing with complaints or grievances

7.2 The Trustees commit to:

7.2.1 Encourage equality and diversity as they are good practice

7.2.2 Create an operating environment free of bullying, harassment, victimisation and unlawful discrimination,

7.2.3 Promote dignity and respect for all, and where individual differences are recognised and valued

7.2.4 Take seriously complaints of bullying, harassment, victimisation and unlawful discrimination by employees, volunteers, concertgoers or any other member of the public in the course of the organisation's activities

7.2.5 Recognise that sexual harassment may amount to a criminal matter, such as in sexual assault allegations. In addition, harassment under the Protection from Harassment Act 1997 — which is not limited to circumstances where harassment relates to a protected characteristic — is a criminal offence

7.2.6 Review practices and procedures when necessary to ensure fairness, and also update them and the policy to take account of changes in the law

7.2.7 All volunteers and staff should understand they, as well as the Trustees, can be held liable for acts of bullying, harassment, victimisation and unlawful discrimination, against volunteers, musicians, concertgoers, employees, partners, or other members of the public

8. SAFEGUARDING POLICY

8.1 NCM acknowledges the duty of care to safeguard and promote the welfare of children and is committed to ensuring safeguarding practice reflects statutory responsibilities, government guidance and complies with best practice

8.2 The policy recognises that the welfare and interests of children are paramount in all circumstances. It aims to ensure that regardless of age, gender, religion or beliefs, ethnicity, disability, sexual orientation or socio-economic background, all children have a positive and enjoyable experience of NCM in a safe environment, and are protected from abuse whilst participating in concerts, educational workshops, or other activity

8.3 NCM acknowledges that some children, including disabled children and young people or those from ethnic minority communities, can be particularly vulnerable to abuse and accepts the responsibility to take reasonable and appropriate steps to ensure their welfare.

8.4 The responsibility for children including disabled children that attend its events will lie with an appropriate person such as a parent or teacher or other individual who has been appropriately vetted by the Disclosure and Barring Service. Access will not be granted unless such an appropriate person is present.

8.5 As part of our safeguarding policy NCM will:

8.5.1 Promote and prioritise the safety and wellbeing of children and young people

8.5.2 Ensure everyone understands their roles and responsibilities in respect of safeguarding and is provided as appropriate with opportunities to recognise, identify and respond to signs of abuse, neglect and other safeguarding concerns relating to children and young people

8.5.3 Ensure appropriate action is taken in the event of incidents/concerns of abuse and support provided to the individual/s who raise or disclose the concern

8.5.4 Ensure that confidential, detailed and accurate records of all safeguarding concerns are maintained and securely stored

8.6 The Education Co-ordinator of NCM will be designated Child Protection Officer with responsibility for ensuring appropriate adherence to this Policy at events managed by NCM, or for ensuring adherence to the relevant site-specific Policies at other events such as at School workshops.

9. COMPLAINT HANDLING POLICY

NCM views complaints as an opportunity to learn and improve for the future, as well as a chance to put things right for the person who has made the complaint.

9.1 NCM's policy is:

9.1.1 To provide a fair complaints procedure which is clear and easy to use for anyone wishing to make a complaint

9.1.2 To make sure the Trustees view complaints as an opportunity to learn and improve for the future, as well as a chance to put things right for the person that has made the complaint.

9.1.3 To make sure the Trustees know what to do if a complaint is received

9.1.4 To make sure all complaints are investigated fairly and in a timely way

9.1.5 To make sure that complaints are, wherever possible, resolved and that relationships are repaired

9.1.6 To gather information which helps us to improve what we do

9.2 Definition of a Complaint

A complaint is any expression of dissatisfaction, whether justified or not, about any aspect of NCM

9.3 Where Complaints Come From

Complaints may come from concertgoers, volunteers, musicians or any other member of the public. A complaint can be received verbally, by phone, by email or in writing.

9.4 Confidentiality

All complaint information will be handled sensitively, telling only those who need to know and following any relevant data protection requirements.

9.5 Responsibility

Overall responsibility for this policy and its implementation lies with the Trustees. Any person receiving a complaint should pass that complaint to a Trustee.

10. VOLUNTEER POLICY

10.1 Purpose of the volunteer policy. The volunteer policy has been created to show and ensure that volunteers will be welcomed to NCM. It also outlines that all volunteers will be treated in a fair and consistent way. It should also help NCM volunteers understand what support is available to them and what they can expect.

10.2 The vision for volunteering. Volunteering is a great way to share enthusiasm, skills and ideas whilst having fun and meeting like-minded people. By volunteering for NCM a Volunteer will be making a positive contribution to the promotion of chamber music. Volunteers are vital to our work.

10.3 The role of volunteers and the environment. NCM has a range of opportunities for volunteers ranging from Trusteeship through assistance at concerts administrative and other tasks. It does not matter how much the volunteer already knows, as there will be opportunities to learn, and NCM has roles to suit every level of expertise. A Trustee will give the volunteer any relevant orientation and training, and the Trustees aim to generate a friendly environment in which all volunteers collaborate and help one another when necessary

10.4 Insurance, health and safety, accidents and risk assessment. NCM has a valid insurance policy which covers volunteers for public liability. A volunteer should familiarize him/herself with the Health and Safety Policy. NCM has clear procedures for accidents and emergencies.

10.5 Resolving problems. NCM hopes that volunteers will have a very enjoyable experience volunteering with it. However if a particular role as a volunteer does not meet with expectations or with the commitments NCM has made, the volunteer should talk to any Trustee.

10.6 Confidentiality. NCM expects all volunteers to keep information about NCM, its Members and audiences confidential. This includes use of social media and contact with the press.

11. DATA PROTECTION POLICY

11.1 General Issues

11.1.1 General Issues

NCM has adopted and will comply with the provisions of the Data Protection Act 1998 (“the Act”) and General Data Protection Regulation 2018 (“the Regulation”) or any amendment thereof. The

Regulations strengthens the rules around personal data, places a duty on NCM to be more accountable and transparent and gives the members and others greater control over their personal data.

11.1.2 Personal Data

Anyone providing NCM with their personal information, that is their name, address, telephone number and email address and, where appropriate, their bank details should be aware that this information is held on the NCM database by the Membership Secretary for the time being who is deemed to be the Controller and Processor for the purposes of the Regulation. Trustees other than the Membership Secretary may only gain access to this information for specific purposes, where appropriate and necessary. Members' and Season Ticket Holders' data will be shared with NCM's online ticketing provider to allow it to take advantage of priority booking and discounted tickets. Email addresses on the NCM database will be shared with NCM's online marketing platform for newsletter mailing. All newsletters include an "Unsubscribe" link that allows subscribers to remove themselves from the emailing list. Anyone providing personal data has the right to request that it is erased in whole or in part from the NCM database and may exercise this right by emailing the Membership Secretary at membership@norwichchambermusic.org.uk. Data held by NCM's online ticketing provider and marketing platform are governed by their respective data protection policies.

11.1.3 Controller and Processor

The Membership Secretary shall be responsible for registering with the Information Commissioner's Office.

11.2 Data Protection Principles

To meet the requirements of the Act and the Regulation, NCM fully endorses the eight principles stated therein, and all Trustees must adhere to them at all times.

These principles are as follows.

11.2.1 Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless specific conditions are met

11.2.2 Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes

11.2.3 Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed

11.2.4 Personal data shall be accurate and, where necessary, kept up to date

11.2.5 Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes

11.2.6 Personal data shall be processed in accordance with the rights of data subjects under the Act and the Regulation

11.2.7 Appropriate technical and organizational measures shall be taken against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data

11.2.8 Personal data shall not be transferred to any country or territory unless that country or territory ensures an adequate level of protection for the rights and freedom of data subjects in relation to the processing of personal data

11.3 NCM's Commitment to the Data Protection Principles

NCM will do the following to comply with the principles.

11.3.1 Observe fully the conditions regarding the fair collection and use of information

11.3.2 Meet its legal obligations to specify the purposes for which information is used

11.3.3 Collect and process appropriate information, and only to the extent that it is needed to fulfil operational needs or to comply with any legal requirements

11.3.4 Ensure the quality of information used

11.3.5 Apply checks on the time that information is held to ensure that it is erased at the appropriate time

11.3.6 Ensure that the rights of people about whom we hold information are able to be exercised fully under the Act and the Regulation including

– the right to be informed that processing is being undertaken

– the right of access to their personal information

– the right to correct, rectify, block or erase information that is regarded as wrong

11.3.7 Take appropriate technical and organizational security measures to safeguard personal information

11.3.8 Ensure that personal information is not transferred abroad without suitable safeguards

11.4 NCM's Measures to Achieve its Commitment to Data Protection

NCM will adhere to the principles of the Act and the Regulation by ensuring the following.

11.4.1 The Membership Secretary has specific responsibility for data protection in NCM.

11.4.2 Everyone in NCM managing and handling personal information is trained appropriately

11.4.3 Everyone in NCM managing and handling personal information is supervised appropriately

11.4.4 Anyone in NCM who does not normally handle personal information knows what to do if the occasion arises

11.4.5 Subject access requests and queries about personal information are dealt with promptly and courteously

11.4.6 Policy and guidelines on handling personal information are published, and are clear and up to date

11.4.7 The Membership Secretary shall ensure reviews are undertaken of the way personal information is managed and handled in NCM

11.4.8 Regular assessments are made of NCM's compliance with the Act and the Regulation

11.4.9 Incidents involving breaches of this policy are recorded and analysed, and disciplinary action taken if appropriate

11.4.10 The Membership Secretary shall ensure that NCM is registered with the Information Commissioner's Office and ensure that all contacts have positively consented to NCM being in communication with them.

12. HEALTH AND SAFETY POLICY

12.1 Goals

This policy:

12.1.1 Shows the commitment of NCM to health and safety

12.1.2 Aims to remove or reduce the risks to the health, safety and welfare of all workers, contractors and visitors, and anyone else who may be affected by our business operations

12.1.3 Aims to ensure all work activities are done safely.

12.2 The Trustees will provide and maintain as far as possible:

12.2.1 A safe environment

12.2.2 Information, instruction, training and supervision that is reasonably necessary to ensure that all Trustees, volunteers, employees and concertgoers avoid injury and risks to health.

12.2.3 A commitment to consult and co-operate in all matters relating to health and safety.

12.2.4 A commitment continually to improve our safety performance.

12.3 Each Trustee, volunteer and employee has an obligation to:

12.3.1 Comply with safe work practices, with the intent of avoiding injury to themselves and others and damage to plant and equipment

12.3.2 Take reasonable care of the health and safety of themselves and others

12.3.3 Wear personal protective equipment and clothing where necessary

12.3.4 Comply with any direction given by venue management for health and safety

12.3.5 Not misuse or interfere with anything provided for health and safety

12.3.6 Report all accidents and incidents on the job immediately to the Chairman, no matter how trivial

12.3.7 Report all known or observed hazards

12.4 When operating at the John Innes Centre, a Trustee will normally be in attendance, and will receive the designated health and safety briefing from John Innes Centre management. Every Trustee, volunteer and employee should know where the first-aid kit is located, and have a copy of the emergency evacuation procedures.

12.5 Once each year the Trustees will undertake a survey of the concert venue identifying the hazards; identifying who might be harmed and how; evaluating the risks from identified hazards. If there are no hazards, there are no risks.

12.6 The results of the risk assessments will be recorded in writing, and safety procedures adjusted to ensure adequate levels of health safety and welfare.

12.7 The Health and Safety Officer shall be the Chairman for the time being.

13. ACCIDENTS AND EMERGENCIES POLICY

13.1 As a concert promoter, NCM will conform and comply with the Accident and Emergency procedures of the venue in which it is operating, be that the John Innes Centre, a School, or any other site.

13.2 Whenever an accident or emergency occurs, a Trustee close to the incident will assume NCM responsibility for handling in an appropriate manner:

13.2.1 For a minor injury, it may be sufficient to direct the person to the First Aid kit.

13.2.2 For a health-related matter or more serious injury, the Trustee should seek for qualified medical assistance if available, or failing that either call a Medical Helpline (111), or escort the person to Accident and Emergency at Norfolk and Norwich Hospital. In the most serious cases, the Trustee or suitably qualified person should call "999".

13.2.3 For an incident during a concert, it is the responsibility of the Trustee attending the incident to determine if the performance should be paused or terminated.

13.3 The Trustees attending the incident will ensure that the incident is noted on the venue's incident register.