

LIVERPOOL IRISH FESTIVAL

POLICY PACK

Bringing Liverpool
and Ireland closer
together using arts
and culture.

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Liverpool
City Council

Culture
Liverpool



Government of Ireland
Emigrant Support Programme

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Liverpool Irish Festival is a registered company number: 4800736 Charity number: 1100126. It is a company limited by guarantee in England and Wales.

The first iteration of this **Policy Pack** was written and endorsed by the Board in March 2017 and issued as a live publication in June 2017. It was updated, re-edited and recirculated in July 2021, to be signed off in Sept 2021. The **Policy Pack** is a working document. It will be updated as required by changing legislation and best practice. It will be presented and approved/amended at each year's AGM to ensure it remains relevant.

For the sake of saving paper, each policy follows the next without page breaks. Where a page may be used as a standalone template, we have created it to be printed this way.

NOTES ON TERMS USED WITHIN THIS POLICY PACK

The *Liverpool Irish Festival* is known throughout this document as:

- *Liverpool Irish Festival*
- the Festival
- the company
- the charity
- the organisation.

All refer to the legal entity that makes up the charity and company. It is worth noting that the *Liverpool Irish Festival* runs a 10-day annual event of the same name (as a product of the organisation) and is custodian of the *Liverpool Irish Famine Trail*.

Team members include:

- the Board Trustees
- the Artistic Director and CEO (whether as a contracted freelancer or employee)
- staff and/or contractors
- and a rolling group of volunteers

who operate in *Liverpool Irish Festival's* name on its behalf and under its direction. Where the term 'team member' is used, it can relate to any or all of the above, individuals and collectively.

CORPORATE GOVERNANCE

INTRODUCTION

Corporate governance is the system by which companies are directed and controlled. The purpose of corporate governance is to facilitate accountability and responsibility for efficient and effective performance and ethical behaviours. It should protect executives and contractors undertaking the work they are required to do. It should ensure regulatory and stakeholder confidence in an organisation's ability to identify and achieve outcomes that stakeholder's value. This governance framework has been endorsed by the *Liverpool Irish Festival*/Board. Good

governance produces good business and performance, safeguarding fair outcomes for stakeholders. The purpose of this paper is to summarise, for all stakeholders, the Festival's approach to

- corporate governance
- governance Structure
- general risk management activities
- delegated authorities
- agreed policies.

The summary is reviewed, alongside the policies referred to herein, on an annual basis by the Board and signed off in conjunction with the Annual Accounts.

The Festival's charitable objects, set out in the company's [Articles of Association](#), are the advancement of the

- arts of music, drama, literature and the plastic arts, in particular...those arts originating or developed in the island of Ireland
- education of the public in these arts by the encouragement of their performance and display
- public in the arts of music, drama, literature and the plastic arts, in particular...those arts originating or developed in the island of Ireland.

The governance structure pays particular regard to the fact that the Festival is a charity (registered charity number: 1100126) and a company limited by guarantee registered in England and Wales (limited company number: 4800736). The Festival is largely reliant on public funds, donations and partner contributions to deliver charitable activities for public benefit, as described in the Articles. To that end the governance processes emphasise probity and assurance (thereof) over funds and use of funds in keeping with agreed conditions.

The Festival must keep accounting records and appoint auditors or independent examiners to prepare accounts for each financial year as required by the *Companies Acts*. The appointed accountants are *Adding Value Consultancy Ltd*. The Festival's **Unaudited Accounts** and an **Annual Report/Festival Review** are filed annually at *Companies House*, along with an annual return to the *Charity Commission*.

The *Liverpool Irish Festival* delivers a diverse, high quality and often ground breaking programme each October in an arts programme including music, drama, film and literature sits alongside educational, community and local heritage activities. The Festival aims specifically to promote, produce and present concerts, performances, dramas, exhibitions and entertainments either alone or with others; to deliver arts projects for young people in schools and in the community; to organise, promote and deliver lectures, classes and workshops; to raise awareness of Liverpool, Liverpool Irish and Irish heritage, history and culture; to encourage cultural exchanges between Ireland and Liverpool; and to collaborate with other organisations in order to further the objectives of the Company.

CODE OF CONDUCT

As a trustee/Director of the *Liverpool Irish Festival* you promise to abide by the fundamental values that underpin all the activity of this organisation. These are:

Accountability

Everything the Festival does will be able to stand the test of scrutiny by the public, the media, charity regulators, members, stakeholders and funders.

Integrity & Honesty

These will be the hallmarks of all conduct when dealing with colleagues within the charity and equally when dealing with individuals and institutions outside of it.

Transparency

The Festival strives to maintain an atmosphere of openness throughout the organisation to promote the confidence of the public, stakeholders, staff and charity regulators.

Additionally, trustees agree to the following points:

Law, mission, policies

- I will at all times act lawfully and comply with charity regulations in all aspects of my role of trustee
- I will support the mission and consider myself its guardian
- I will abide by organisational policies.

Conflicts of Interests and personal gain

- I will at all times strive to act in the best interests of the *Liverpool Irish Festival*
- I will declare any conflict of interest, or any circumstance that might be viewed by others as a conflict of interest, as soon as it arises
- I will submit to the judgment of the Board and do as it requires regarding potential conflicts of interest
- I will not personally gain materially or financially from my role as trustee, nor will I permit others to do so as a result of my actions or negligence
- I will document expenses and seek reimbursement according to procedure
- I will not accept substantial gifts or hospitality without prior consent of the Chair
- I will use organisational resources responsibly, when authorised, in accordance with procedure.

Person to Person and in the Board room

- I will strive to establish respectful, collegial and courteous relationships with all I come into contact with in my role as trustee
- I will at all times act lawfully and comply with charity regulations and not act in disregard of organisational policies in my relationships with fellow trustees, staff/contractors, volunteers, members, service recipients, or anyone I come into contact with in my role as trustee I will strive to embody the principles of leadership in all my actions and live up to the trust placed in me by the Festival
- I will abide by Board governance procedures and practices
- I will strive to attend all Board meetings; giving apologies ahead of time to the Chair if unable to attend
- I will study the agenda and other information sent to me in good time -prior to the meeting- and be prepared to debate and vote on agenda items during the meeting
- I will honour the authority of the Chair and respect his or her role as meeting leader
- I will engage in debate and voting in meetings according to procedure, maintaining a respectful attitude toward the opinions of others while making my voice heard
- I will accept a majority vote on an issue as decisive and final
- I will maintain confidentiality about what goes on in the boardroom unless authorised by the Chair or Board to speak of it.

Protecting the organisation's reputation

- I will not speak as a trustee of this organisation -to the media or in a public forum- without the prior knowledge and approval of either the Chair or Artistic Director and CEO
- When I am speaking as a trustee of this organisation, my comments will reflect current organisational policy even when these do not agree with my personal views
- When speaking as a private citizen I will strive to uphold the reputation of the organisation and those who work in it
- I will respect organisational, Board and individual confidentiality
- I will take an active interest in the organisation's public image, noting news articles, books, television programmes and the like about the organisation, about similar organisations or about important issues for the organisation.

Enhancing Governance

- I will participate in induction, training and development activities for trustees
- I will continually seek ways to improve Board governance practice
- I will strive to identify good candidates for trusteeship and appoint new trustees on the basis of merit
- I will support the Chair in their efforts to improve their leadership skills

- I will support the Artistic Director and CEO in their executive role and, with my fellow Board members, seek development opportunities for them.

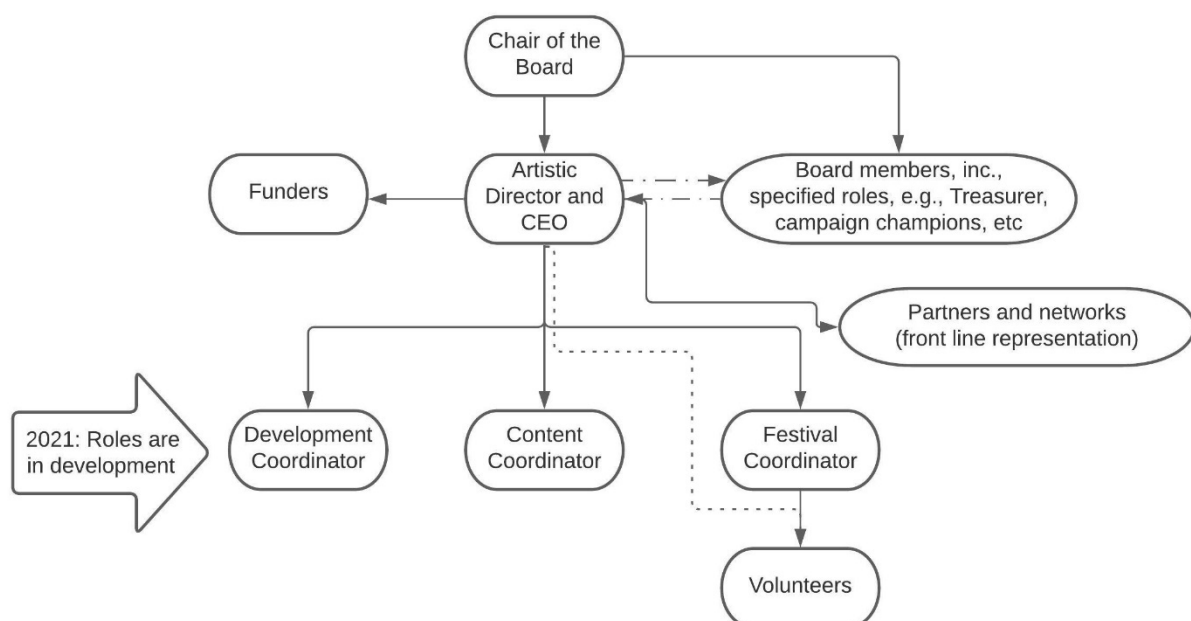
Leaving the Board

- I understand that any breach of any part of this code may result in my removal from the trustee Board
- Should I resign from the Board, I will inform the Chair in advance in writing, stating my reasons for resigning. Additionally, I will participate in an exit interview.

ROLES AND RESPONSIBILITIES

Corporate structure

The *Liverpool Irish Festival's* corporate structure, at the time of writing, is extremely simple; it is a Board of trustees -lead by a Chair- that contracts a freelancer as its Artistic Director and CEO. Over the following five years the Festival intends to expand its team and move all contracts to pay as you earn (PAYE) employment contracts, in a structure like the one presented below.



It should be noted the Festival may run specific projects that have their own project management built in. It is likely these will report to the Artistic Director and CEO, but may -on occasion- have alternative line management. These will be outlined on a project-by-project basis and the structure presented above will be reviewed and updated with the Policy Pack.

Board of Directors

The Directors are Charity trustees and Members of the Company and as such, are responsible for the governance of the company. There shall be a minimum of five members of the company and a maximum of 15. The Directors/trustees -as a Board- lead the charity and determine its governance. All trustee roles for the *Liverpool Irish Festival* are voluntary and unpaid (though valid expenses may be given).

The Board is the guardian of the organisation's brand and values, its reputation and oversight of stakeholder relationships. The Board's role is to set the company's strategic aims and provide leadership for those delegated with the day-to-delivery of its programme of work. It supervises the management of the business within a framework of prudent and effective control, which enables risk to be assessed and managed. The Board ensures that the necessary financial and human resources are in place for the company to meet its objectives and reviews performance of those it delegates responsibility to. The role of the Board is distinct from the day-to-day operations of the company performed by individual directors and contractors. The Festival should be understood as two entities: *Liverpool Irish Festival* the business and *Liverpool Irish Festival*, the 10-day event held in October. The Board have oversight of the business and its products (the programme), though it may delegate

responsibilities for both, as outlined in job descriptions and contracts. It is the Board's responsibility to do this within the legal framework of the charity structure and to discharge responsibilities with due diligence. In order to do this, they are able to contract out responsibilities. A role developed for this purpose is that of Artistic Director and CEO. This is a paid for role, a description of which is below. This contractor reports to the Board, but is not a Board member.

The trustees are responsible for the management of the Festival's business, for which purpose they may exercise all the powers of the company. Their role is detailed in the [Trustee person specification](#) below.

Existing Directors -according to the adoption of the 2016 [Articles of Association](#) - may serve for a maximum of two terms, each of three years, following an initial one-year term. All trustees must give sufficient time to the charity so that they carry out their responsibilities effectively. This includes preparing for meetings, sitting on board sub-committees and other governance bodies where needed. The expected time commitment is made clear to trustees at recruitment. Trustees must disclose actual or potential conflicts to the board and deal with these in line with a regularly reviewed **Conflicts of Interest Policy**. The Directors/Trustees will also read and sign the **Code of Conduct**.

The Festival's Board will contain artistic expertise; respect the professional expertise of contractors and see the work produced.

Trustee person specification

Each Trustee should have the following (an * denotes 'desirable'):

Skills and abilities

- Communication skills
- Financial skills*
- IT skills*
- Ability to think creatively
- Expertise in business*
- Ability to work effectively as a member of a team and to take decisions for the good of the Festival
- Ability to apply the principles of: selflessness, integrity, objectivity, accountability, openness, honesty and leadership.

Knowledge

- Knowledge of arts/creative sector
- Knowledge/awareness of the Liverpool Irish community
- Knowledge/awareness of historical/heritage/cultural issues
- HR expertise/knowledge*
- Understanding and acceptance of the legal duties, responsibilities and liabilities of trusteeship

Experience

- Previous Board experience, particularly in the charitable, arts or voluntary sector*.
- Personal style and behaviour
- Commitment to the organisation
- Willingness to devote the necessary time and effort
- Creativity/inspiration/Strategic vision
- Good, independent judgement
- Willingness to speak their mind

Chair: Trustee role description

The Chair, working with the Board, accepts responsibility for leading the governance of the organisation and ensuring its effectiveness. The Chair is elected or appointed to this role as set out in the [Articles of Association](#).

The role of the Chair is to chair meetings of the Festival's Board. Additionally, the Chair has a key role in:

- supporting and supervising the Artistic Director and CEO
- acting as a channel of communication between the Board and its contractors

- serving as a figurehead for the charity (for example, at functions, meetings or in the press)
- leading on the development of the Board and ensuring its decisions are implemented
- taking urgent action (but not decision making unless authorised) between Board meetings, when it isn't possible or practical to hold a meeting
- ensuring the charity complies with the requirements of company law
- securing the Festival against data breaches as the Data Protection Officer (see Data Protection Policy; this duty may be ceded to the Artistic Director and CEO, but ultimately it is the organisation's responsibility and therefore the Chair has ownership)
- completing the annual return and updating of Trustee information for Companies House.

The Chair -or Treasurer as delegated by the Chair- files the annual report and accounts with *Companies House* and completes the annual return for the *Charity Commission*.

Strategic Leadership

Ensure that the Board

- operates within its charitable objectives, ensuring a clear strategic direction for the Charity
- is able to regularly review major risks and associated opportunities
- may satisfy itself systems are in place
- equipped to take advantage of opportunities and manage and mitigate risks
- fulfils its duties to ensure the sound financial health of the Charity
- maintains systems of financial accountability.

Governance

Using the [Articles of Association](#), the Chair determines the composition and structure of the board. The Chair will chair all Trustee meetings of the whole Board (unless nominating a second to do so). This will involve:

- originating the agenda (unless delegated as a regular duty to another team member, in which case it will be the Chair's right alter an agenda in-meeting)
- ensuring the Board receives accurate, timely and clear information
- tracking the contribution of Trustees and ensuring they are involved in discussions and decision-making
- develop the knowledge and capability of the Board.

At all meetings the Chair will direct discussions towards arriving at a consensus view and will sum up discussions ensuring everyone understands the decisions, agreements and actions. The Chair ensures decisions are implemented unless delegated to team members, in which case the Chair checks delivery.

Additionally, the Chair will ensure that the

- governance arrangements for the Festival are working effectively and are reviewed periodically to ensure compliance, best practice and fit for purpose suitability
- there is adequate succession planning in place for the Board and the Festival management team
- Trustees fulfil their duties and responsibilities for the effective governance of the Charity, by holding them to accounts for decisions made, agreements made and actions given.

Relationship with the Artistic Director and CEO

- Establish, build and maintain strong, effective and constructive working relationship with the Artistic Director and CEO, ensuring they are supported in and held to account for achieving strategic objectives in line with the Business Plan
- Support the two core functions of the Artistic Director and CEO role, whilst respecting the differing responsibilities this joint role and that of Chair
- Conduct an annual appraisal and remuneration review for the Artistic Director and CEO in consultation with the Board
- Ensure
 - regular contact with the Artistic Director to develop and maintain an open and supportive relationship and to maintain an overview of the Festival's operations.

- the Artistic Director and CEO (and team members) engages in professional development opportunities.

The Chair is the last backstop for all organisational decisions. Consequently, the Chair will likely be the signatory for much of the organisation's official business and as such will hold the responsibilities outlined in the terms and conditions of each. It is anticipated the Chair will understand this legal responsibility, even when delegating actions and tasks linked to these contracts.

The above list is indicative only and not exhaustive.

Company and Charity requirements

The Chair has a general role to ensure that the charity complies with the requirements of company law. This will entail

- signing *Liverpool Irish Festival's Unaudited Accounts*
- forwarding copies of these to *Companies House*, annually
- writing the Chair's annual report for inclusion in the **Unaudited Accounts**
- completing the annual **Confirmation Statement** for *Companies House*
- appraising *Companies House* promptly of Trustee changes, e.g., appointment/resignations
- completing the *Charity Commission* annual return, supplying the annual report and accounts.

Recruitment

The Chair leads (or delegates) responsibility for the recruitment of Trustees, patrons and Festival leadership; framing person specifications, job descriptions, chairing interview panels, ensuring equality, corresponding with applicants and successful/unsuccessful candidates, checking credentials, obtaining references, drafting and signing contracts of employment.

Funding and marketing

The Chair delegates the majority of funding applications, report writing and Festival literature copy writing, marketing information, web pages, etc to other team members. The person to whom this work has been delegated will usually hold off sign-off rights to these actions/tasks. Where the Chair is the backstop signatory, they will be given time to offer their input and approval, such as on

- large-scale bids
- possibly contentious literature
- significant branding or name changes

and will do so in reasonable time.

Patron(s)

The Chair has express responsibility for the recruitment, maintenance and custodianship of the Festival's patron programme.

Remuneration

The Chair -as with all Festival Board Trustees roles- is undertaken voluntarily and without financial remuneration. Reasonable expenses may be claimed and all on-cost payments handled by the Chair will be reimbursed in full on the production of a receipt.

Term of Office

The Chair may serve an initial three-year term and be eligible for re-appointment for two additional terms of the same length.

Location

The Charitable Company is based in Liverpool. Board meetings will usually take place in Liverpool or online and always by arrangement in advance, usually with a minimum of one week's notice.

Time commitment

- Prepare for and attend Board meetings: a minimum of six per year, but usually 10. Meetings average at roughly 1.5 hours, with additional time for preparation. Maximum of 30 hours annually.
- Additionally, the Chair is also expected to have regular meetings with the Artistic Director and CEO, this would not normally constitute more than 3 hours, 6-8 x times per year; c.25 hours annually.
- As a contributor and signatory on funding applications, it is worth noting the Festival can submit c.25 applications in any one year, with 3-5 requiring substantial reading. This probably accounts for roughly 30 hours a year (30 mins per small application (10 hours), plus 3-5 hours per larger application (20)).
- The preparation of the **Annual Report/Festival Review** for the **Unaudited Accounts** and the proofing and sign off the accounts, amounts for c. 7 hours, annually (usually in January).
- The Chair represents the Festival at events and meetings with key stakeholders, including network and Festival events. On average, this is probably no more than 10 per year, accounting for c.20 hours (112 hours per year, or an average of 9.5 hours per month).

Reports to

The *Liverpool Irish Festival* Board, who uphold the Chair position according the Articles of Association.

Treasurer: Trustee role description

The Treasurer will monitor, review and report on the financial aspects of the Festival and ensure its sustainability. The Trustee works with the Artistic Director and CEO and the Festival's appointed accountants to ensure that the charity's financial affairs are legal, constitutional and within accepted accounting practice. Generally, the Treasurer helps the Board carry out its financial responsibilities by:

- presenting financial reports to the board in a format that helps the board understand the charity's financial position
- sharing a financial report at each Board meeting
- advising the Board on achieving its financial responsibilities
- liaising with professional advisors
- managing financial risks
- overseeing the preparation of annual accounts that give a true and fair view of the financial affairs of the company.
- when necessary, taking on some financial duties, such as book-keeping, budgeting and preparation of reports and funding bids.

Artistic Director and CEO: contractor role description

The Artistic Director and CEO will lead and deliver the artistic and executive functions of the *Liverpool Irish Festival*, with support from the Board of Directors. In practice, this means leading and programming the Festival's

- annual roster of artistic events and projects (artistic)
- and its organisational development (administrative, personnel, policy and finance functions; executive)

enabling the development of the organisation.

The Artistic Director and CEO will lead the creative vision, growth, and future development of the *Liverpool Irish Festival*, ensuring that standards of excellence are maintained in all its programme delivery. The role reports to the Board of Directors, who hold overall responsibility for Charity and Company compliance, but discharge responsibility for day-to-day operations, as outlined below, to this role.

Under the following headings, it is the Artistic Director and CEO's responsibility to:

Leadership

- create an energised environment to realise the very best from all staff, contractors, volunteers and Board members. This remit includes: ambitious artistic credibility, organisational sustainability, professional development, reducing environmental impact and reflecting the organisation's ambitious inclusion ethos
- lead the Board to foster the mission, vision and outputs against the Festival's strategic (artistic) plan and business (executive) plans for the long-term future of the Festival

- always act in the best interest of the Festival
- oversee the arrangement of board meetings; prepare papers and attend meetings for the presentation of financial information and written or verbal reports to ensure the Board is provided with concise information to enable strategic decisions on policy, finance, management and matters where approval is sought
- support and initiate board recruitment, undertake appropriate inductions of the directors
- support the Board in: developing the skills and diversity of its membership; planning; Board recruitment and succession planning

Artistic Director duties (artistic)

- formulate, develop, implement and articulate a bold, innovative and pioneering artistic policy for the Festival, reflective of Liverpool and the Festival's development, begun in 2003
- present an innovative programme of high-quality multidisciplinary work that speaks to and reflects contemporary society -including native Irish and Irish diaspora communities- in all its diversity
- lead the design, development and delivery of the Festival's artistic programme, by commissioning, curating and creating a diverse annual programme (including projects) as approved by the Board. This will involve ensuring practical arrangements are made for artistes, venues, and promotion, simultaneously directing/managing the staff, contractors and volunteers the Festival engages to deliver its annual programme
- create a programme that provides a wide range of entry points for audiences, both local audiences and those further afield and builds artistic credibility with audiences, peers and the wider creative sector
- deliver events and projects within timescales and budget, ensuring the Board is informed of events' and projects' progress
- construct, recruit and deploy commissions, where funding permits, acting as artist liaison and supporting production outputs
- develop policies that maintain and grow the company's reputation for commissioning/producing the best in arts and culture work, from the widest range of backgrounds; for discovering, nurturing and developing the next generation of creative talents; for leading innovative community engagement programmes; for championing diversity within the UK Festival industry and for increasing recognition for Irishness and dual-heritage lives among equality, diversity and inclusion agendas, especially protected characteristic status
- cultivate and attract both established and emerging practitioners, actively seeking out new talent
- lead the development of digital strategies
- seek collaborative partnerships with other theatre, arts or creative organisations with whom the Festival might expand its artistic ambitions and share its resources, both nationally and internationally (including touring initiatives)
- represent the Festival to audiences and be the lead contact with peers and networks
- liaise with artists and makers from across the various art forms to ensure that those have ample opportunity to be involved in the Festival

CEO duties (executive)

- lead the design, development and delivery the Festival's executive functions, sustaining and growing its sustainability, sector relevance and influence
- lead the development and activity of the Festival's community, schools and education projects in line with strategy (artistic and executive) approved by the Board
- represent the Festival to stakeholders and be the lead contact with the principal core funders;
- lead on innovative business development
- develop and manage all third-party contracts with creatives, external hires, landlords, etc.

Shared artistic and executive duties

- oversee all internal and external public relations and be a focus for the articulation of the Festival's future vision and ambition (artistic and organisational) in the context of a changing landscape

- secure and increase funding from ACE and other bodies where appropriate for artistic projects and core organisational costs
- consider the legacy of the artistic programme and any export opportunities the Festival may have in telling the Liverpool Irish story to generate opportunities domestically or overseas (artistic; e.g., Liverpool Irish Famine Trail) and the ramifications this could have to the Festival (executive)
- set KPIs, monitor and evaluate artistic events and projects as well as executive functions, producing qualitative and quantitative information and reports suitable for internal and external communications. This should include formal and informal critical review. These reports will inform recommendations made to the Board and strategies arising
- cultivate senior relationships with the private sector and charitable donors/sponsors to create and sustain revenue programmes and artistic collaborations
- represent the Festival at public functions, conferences, delegations and in interviews with the media; domestically or abroad and attend read-throughs, sharings, PVs, press nights and other partner and Festival events as required
- represent the Festival to stakeholders and funding bodies and, in particular, maintain and develop the relationship with Liverpool City Council, the Government of Ireland and *Arts Council England*. This includes being cognisant of and alignment with overarching strategies (e.g., LCR Cultural Policy and ACE's Creative Case)
- identify, generate, maintain and develop effective relationships with stakeholders
- design, build and negotiate partnership agreements to ensure that expectations from both parties are met, interests are looked after, and risks are mitigated, with approval from the Board

Marketing and Communications

- ensure the Festival website is accurate, maintained and current, developing new and interesting content (artistic) as well as that which is organisationally necessary (executive)
- lead the Festival's freelance design, print, website, and PR personnel and other agencies to achieve the most effective marketing mix, in liaison with the Board, where reasonable
- lead brand development and consistency
- identify, review and attract new audiences whilst sustaining relations with existing Festival goers and followers; ensuring all external communications are current, high-quality and resonant for the recipients and they deliver against the artistic and/or executive needs of the Festival
- deal with all correspondence, email and phone enquiries as appropriate: forwarding enquiries to the Chair and/or Board members as appropriate
- lead the marketing and publicity for the Festival, including production and distribution of all Festival materials – whether they are print or digital (including social media) to connect and interact with the Festival audience and its stakeholders
- analyse social media data to inform the Festival's effectiveness
- produce the end of Festival report for the Board and any required by funders
- Administration, finance and fundraising
- author budgets under the approval of the Board
- collaborate with the Board Treasurer to produce, prepare and present management accounts (budget and cash flow forecasts/actuals) and production budgets. Work with the Treasurer to create long term forecasts and plans
- ensure the efficient, effective, solvent and sustainable financial management of the Festival and to identify appropriate opportunities for income generation
- manage the Festival's day-to-day finances and records, ensuring all statutory payments are made and documents produced and contracts are maintained (bar those that have been ceded to Board positions)
- undertake the reasoned procurement of any purchases, including materials, assets, contractor or artist time, rentals, etc.
- make payments using the Festival's official accounts, maintaining transparency at all times

- work with the Festival's nominated accountants to ensure annual accounts are produced in a cost effective, timely and professional manner
- produce leading strategy documents (artistic and executive) for approval by the Board, setting the course of work ahead. This will include Business Plans (organisational growth/stabilisation), largescale project development (artistic and executive), artistic programme themes, identifying fundraising targets and prospects, harmonising business needs with artistic outputs. As the Festival develops, this may include HR functions and payroll development
- build the reputational value of the organisation and artistic programme via relevant networks, which include (but are not limited to) *Irish In Britain*, *Creative Organisations of Liverpool*, *Festival Forum*, etc.
- develop new policy in line with changing sector regulations, government acts and societal shifts, under approval of the Board (e.g., *Black Lives Mattersolidarity statement* (executive) and corresponding programme build (artistic))
- lead the Festival Board to develop corporate fundraising and individual giving
- lead on identifying and writing funding bids and grant applications, with support from the Board;
- identify and pursue other forms of income generation (e.g., online giving, ticket income, service sales, commercial practices), with support from the Board
- make funding applications and returns, such as those for the Liverpool City Council and the Irish Government *Emigrant Support Programme*, with support from the Board
- report to funders as stipulated by their conditions

Other

- adhere to, and actively implement the Festival's policies and protect the Festival from harm
- ensure compliance with all relevant legislation as contractor/employer, limited company, registered charity, leaseholder
- ensure all necessary risk assessments, contracts, insurance cover and licensing arrangements are in place
- attend strategic meetings and those of the Festival Board as required
- undertake such other tasks as may be reasonably determined in pursuance of the role.

COMMITMENTS EXPECTED OF TRUSTEES

Meetings

Board meetings have a regular schedule, amounting to roughly 10 meetings per year, plus an Annual General Meeting (AGM). Fully attendance is an expectation, supported by accurate and timely notes and administration. This is necessary for the collective awareness of activities, issues, plans, etc., and especially decisions involving main areas of corporate responsibility and risk.

The quorum for Directors' meetings is at least three Directors. The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision or a unanimous decision. All decisions are recorded accurately in minutes, agreed and signed by the trustees. These are a formal record of the business of the organisation and will be distributed within 30 days of the respective meeting.

Ethical and Moral Standards

Directors are responsible for establishing, maintaining, and transparently demonstrating the highest possible organisational ethical and moral standards. This especially applies to how organisational responsibilities are defined and governed, so that standards and parameters are set according to ethical and moral standards rather than (typically less demanding) legal requirements.

The Directors must act responsibly, reasonably and honestly. Everything *Liverpool Irish Festival* does will be able to stand the test of scrutiny by the public, the media, charity regulators, members, stakeholders and funders. Integrity and honesty will be the hallmarks of all conduct when dealing with colleagues within the *Liverpool Irish Festival* and equally when dealing with individuals and institutions outside of it. The Festival strives to maintain an

atmosphere of openness and transparency throughout its operations, to promote the confidence of the public, stakeholders, staff and charity regulators.

The Board ensures that the organisation upholds principles of equality, diversity and inclusion in every activity, going beyond the legal minimum where appropriate, leading the field in transparency and accountability. The charity is open in its work, unless there is good reason for it not to be, e.g., safeguarding intellectual property.

The Board ensures that the charity's performance and interaction with its stakeholders is guided by the values, ethics and culture established by the Board. Trustees make sure that the charity collaborates with stakeholders to promote ethical conduct and social and environmental responsibility.

Risk Management

The Festival's [2020-2025 Business Plan](#) has identified a set of activities, risks and mitigations that the Board - and its contractors - must follow to ensure the sustainability, growth and missions of the Festival are met. [That document can be found here.](#)

Agreed Policies

The Festival's **Policy Pack** (including all important documents and policies) are stored and accessible to Board members, staff and the public on the festival's website, in the 'About' section, at www.liverpoolirishfestival.com

Board biographies

Board biographies are made available online, here:

www.liverpoolirishfestival.com/about/structure-funding-board/

This is part of the Festival's mission for openness and transparency.

TERMS OF REFERENCE FOR TRUSTEES OF THE BOARD

Objectives

- to take overall responsibility for everything that *Liverpool Irish Festival* does
- to act collectively and effectively in the interests of the Festival
- provide strategic direction, determining and safeguarding the Festival's mission and vision
- to take the decisions required for the proper control and management of the company
- to ensure that there is a clear structure for governing the organisation, including defining the role of any focus groups or sub-committees
- to ensure that charity has adequate financial resources for its activities
- to act prudently to protect assets and property
- to ensure that the organisation complies with its governing document, relevant laws and the requirements placed upon it by its funders and/or other bodies
- to review the risks to which the charity is subject; take action to mitigate these risks and ensure sound risk management
- to act as a responsible employer or contractor
- to ensure that the principles of equality and diversity are upheld and that the Festival is fair and open to all sections of the local community, in all of its activities
- to seek assistance from experts in areas where the trustees lack the necessary skills
- to induct every new trustee.

Meetings

Meetings are to be held as often as board business requires, but a minimum of six times a year and a formal record must be kept. The day and time of meetings is to be arranged to suit most Trustees, but ensuring that no one member is continually prevented from attending meetings. Business is to be conducted efficiently.

Comments on agenda items and/or board papers from trustees unable to attend a meeting are to be given, where applicable, to the Chair in advance of the meeting for inclusion during board discussions

Minutes

All decisions are recorded accurately in minutes that are agreed and signed by the trustees. These are a formal record of the business of the organisation.

Attendance

In addition to the trustees, the Festival's contractors, any co-optees and the minute taker, if applicable, can attend meetings. A prospective trustee may be invited to attend a meeting with the consent of the Chair. The trustees may invite any expert brought in on an ad hoc basis to advise the Board to attend all or part of a meeting.

It is usual for the Artistic Director and CEO to be in attendance and present at these meetings, but they are not a trustee and have no casting vote in Board matters.

CONFLICTS OF INTEREST POLICY

This policy applies to trustees, Directors, senior staff (if applicable) and all contractors.

Why we have a policy

Trustees have a legal obligation to act in the best interests of the *Liverpool Irish Festival* and in accordance with the Festival's governing document(s) and to avoid situations where there may be a potential conflict of interest.

Conflicts of interests may arise where an individual's personal or family interests and/or loyalties conflict with those of the charity. Such conflicts may create problems, which can

- inhibit free discussion
- result in decisions or actions that are not in the interests of the charity
- risk the impression that the charity has acted improperly.

The aim of this policy is to protect both the organisation and individuals from any appearance of impropriety.

The declaration of interests

Accordingly, the Festival asks trustees/Directors, senior staff (if applicable) and all contractors to declare their interests and any gifts or hospitality offered and received in connection with their role. A 'Declaration of Interests form' is available for this purpose (in the 'Forms' section), listing the types of interest trustees should declare. To be effective, the declaration of interests needs to be updated (at least) annually and when any material changes occur.

If a trustee is not sure what to declare, or whether/when a declaration needs to be updated, the Festival advises to err on the side of caution. To discuss this issue, please contact the Chair for guidance. This register of interests shall be used to record all gifts of a value over £50 and hospitality over £100, received by trustees, staff or contractors. Interests and gifts will be recorded on the charity's register of interests, which will be maintained by the Chair, in liaison with the Treasurer. The register will be accessible by these two Directors, and to others on request, noting any statutory requirements applicable.

Data protection

The information provided will be processed in accordance with data protection principles as set out in the [General Data Protection Act 2018](#). Data will be processed only to ensure that trustees, Directors, senior staff (if applicable) and all contractors act in the best interests of the charity. The information provided will not be used for any other purpose. A full 'Data Protection Policy' is cited herein.

What to do if you face a conflict of interest

If you believe you have – or are aware of – a perceived or real conflict of interest to report you should:

- declare the interest at the earliest opportunity
- withdraw from discussions and decisions relating to the conflict.

The Chair should take special care to ensure that minutes -or other documents relating to the item presenting a conflict- are appropriately redacted for the person facing the conflict. A balance needs to be made to ensure that

the person still receives sufficient information about the activities of the charity without disclosing such sensitive information that could place the individual in an untenable position.

If you are user of the Festival's services, or the carer of someone who uses its services, you should not be involved in decisions that directly affect the service that you -or your ward- receive(s).

You should declare your interest at the earliest opportunity and withdraw from any subsequent discussion, unless expressly invited to remain in order to provide information. In this case, you may not participate in -or influence- the decision (or any vote) on the matter. You will not be counted in the quorum for that part of the meeting and must withdraw from the meeting during any vote on the conflicted item.

There are situations where you may participate in discussions from which you could indirectly benefit, for example where the benefits are universal to all users, or where your benefit is minimal. This action will be agreed by the Chair and minuted accordingly. If you fail to declare an interest that is known to the Chair and/or Treasurer they will declare that interest.

Decisions taken where a trustee or contractor has an interest

In the event of the Board having to decide upon a question in which a trustee, staff member or contractor has an interest, all decisions will be made by vote, with a simple majority required. A quorum must be present for the discussion and decision and interested parties will not be counted within the vote. Interested Board members may not vote on matters affecting their own interests.

All decisions under a conflict of interest will be recorded by the Chair and reported in the minutes of the meeting.

The report will record:

- the nature and extent of the conflict
- an outline of the discussion
- the actions taken to manage the conflict.

Where a trustee benefits from the decision, this will be reported in the annual report and accounts in accordance with the current [Charities Statement of Recommended Practice](#). All payments or benefits in kind to trustees will be reported in the charity's accounts and annual report, with amounts for each trustee listed for the year in question.

Where a member of the Festival's staff or contract team are connected to a party involved in the supply of a service or product to the charity, this information will be fully disclosed in the annual report and accounts. This option is only available to those charities which have an express power to authorise situational conflicts in their governing document. The [Charities Statement of Recommended Practice](#) requires the full disclosure of all 'related party' transactions with any third party that may inhibit the charity being able to pursue its separate interests.

The Charity Commission strongly recommends that all trustee payments should be disclosed in an appropriate manner. For additional reading, see [CC11 Trustee payments and expenses](#). Independent external moderation will be used where conflicts cannot be resolved through the usual procedures. Organisations should add any further requirements that relate to the nature of the organisation's work.

Managing contracts

If you have a conflict of interest, you must not be involved in managing or monitoring a contract in which you have an interest. Monitoring arrangements for such contracts will include provisions for an independent challenge of bills and invoices and termination of the contract if the relationship is unsatisfactory.

EQUALITY, DIVERSITY AND INCLUSION POLICY

INTRODUCTION

Liverpool Irish Festival recognises that in society people have been and continue to be discriminated against on the basis of class, age, disability, ethnic origin, marital or parental status, political belief, religion, gender (or its reassignment), sexuality, medical needs or care status. The Festival wishes to encourage all sections of the community to participate in all of its activities -from Board to event attendances- inclusive of these categorisations and the spectrums they cover.

We are committed to creating an equality of opportunity in our capacity as an employer, contractor and commissioner; at Board level and with reference to the venues, audiences and groups it provides services for and in partnership with.

Whilst we recognise we cannot single-handedly solve the problems of discrimination and isolation within society, we can take practical steps to minimise opportunity for damage, harm or upset caused by our actions. We will use [Arts Council England's Creative Case for Diversity](#) as the model for our practice.

STATEMENT

Liverpool Irish Festival operates an equal opportunities policy whereby no person -by reason class, age, disability, ethnic origin, marital or parental status, political belief, religion, gender (or its reassignment), sexuality, medical needs or care status - is treated less favourably nor is disadvantaged for those reasons, by conditions or requirements which cannot be justified. This Festival is committed to equality of opportunity and to embedding its principles across all aspects of employment and Festival activities. We will actively promote equality through the Festival's marketing, delivery, monitoring, evaluation and management. We will seek to secure fair participation for any under-represented group and to reject unlawful discrimination of any kind.

At all times we will be open and non-judgemental and will work in an inclusive way in order to remove barriers to accessing our activities. The Festival will implement this policy by ensuring equality of opportunity for all participants and performers. This is deemed a basic right and we will take such affirmative action as may be deemed lawful, appropriate and necessary to ensure that all participants enjoy equality of opportunity.

We recognise our responsibilities under the [Equality Act 2010](#) and the [Human Rights Act 1998](#), and commit to observe the [Equality and Human Rights Commission's Codes of Practice for Employment, Equal Pay and Services, Public Functions and Associations](#).

POLICY

The *Liverpool Irish Festival* has a good reputation for providing high quality services that are accessible and have a positive impact on people's lives. We will build on this reputation and continue to promote and develop a culture of inclusion and equal opportunities throughout the Festival.

The Festival is committed to equal opportunities policy and practice and will ensure that all Board members, staff and contractors, volunteers and service users, both present and potential, are treated equally and as individuals regardless of class, age, disability, ethnic origin, marital or parental status, political belief, religion, gender (or its reassignment), sexuality, medical needs or care status.

In implementing this policy, the *Liverpool Irish Festival* takes account of the legislation cited above and the [1976 Race Relations \(Amendment\) Act 2003](#); the [Sex Discrimination Act 1975](#) and the [Equal Pay Act 1970](#).

This *Equality, Diversity and Inclusion Policy* will be implemented across all aspects of the organisation's work, and especially in

- the appointment of members to its Board, sub-groups and committees
- the appointment of staff, contractors, volunteers, and
- all dealings with its members, workers and members of the public.

DECLARATION OF INTENT

This policy applies to everyone at *Liverpool Irish Festival*. All current and prospective partners, employees, contractors, volunteers and advisory group members are expected to understand, embody and implement the Equality, Diversity and Inclusion Policy. Failure to do so may result in the loss of the assigned role and/or complaint procedures being enforced.

This policy works against all types of discrimination: class, age, disability, ethnic origin, marital or parental status, political belief, religion, gender (or its reassignment), sexuality, medical needs or care status.

In all our policies and practices, the Festival will promote equality and respect diversity, and will assist all individuals, groups and organisations to explore their own creativity through the arts. We recognise we have a representative voice and will use it to champion equality and anti-racism whenever we can.

To Board members, staff, contractors and volunteers: the Festival will ensure that no trustee, commissioned worker or volunteer receives less favourable treatment than another on grounds of class, age, disability, ethnic origin, marital or parental status, political belief, religion, gender (or its reassignment), sexuality, medical needs or care status.

The Festival is committed to undertaking open recruitment and selection procedures and all vacancies for staff or contracts will be advertised as fairly as our capacity permits, using equitable processes.

To the public and service users: *Liverpool Irish Festival* will ensure that no visitor, event attendee, artist or performer receives less favourable treatment than another on grounds of class, age, disability, ethnic origin, marital or parental status, political belief, religion, gender (or its reassignment), sexuality, medical needs or care status.

RECRUITMENT, SELECTION AND CAREER DEVELOPMENT

The *Liverpool Irish Festival* is committed to undertaking open recruitment and selection procedures. All vacancies for staff or contracts will be advertised as fairly as our capacity allows, with fair and equitable processes used in recruitment and contracting. No applicant, employee, client, partner organisation or supplier will receive less favourable treatment on grounds of any factor cited above, which will be deemed by and of itself irrelevant to a person's ability and suitability relevant to the activity the contract outlines.

Recruitment and employment decisions will be made on the basis of fair and objective criteria. Our selection procedures are reviewed case-by-case to ensure that they are appropriate for achieving our objectives and for avoiding unlawful and unfair discrimination.

We shall require document(s) from List 1, List 2 or List 3 in the [Proof of Identity](#) appendix from all potential staff prior to employing them, as required by law.

Staff and core contractors are provided with opportunities to maximise their skills, achieve their potential and ensure their development through training and other career opportunities, regardless of any factor other than suitability for the job.

The Festival is committed to promoting an environment which recognises and values people's differences and supports all applicants in achieving their goals.

Objectives

Liverpool Irish Festival promotes opportunities for people with disabilities and people from diverse cultural backgrounds, to participate in arts activities. The Festival's projects promote opportunities for artists with disabilities and diverse cultural backgrounds. We ensure all events, workshops and meetings are held in venues

accessible to both performers and the audience. The Festival raises awareness within the organisation of the needs of all members and target audiences so that work and activities are relevant to everyone, involved. It also aims to build safe spaces, which enable discussions about equality, diversity and inclusion and monitors these to ensure safety is maintained, by acting to eradicate the perpetrators of harm, when they present themselves.

Measures

Liverpool Irish Festival...

- is an anti-racist, intersectional embracing organisation that knows it has a role to play in representing people and in inspiring inclusion
- monitors work structures and procedures to identify what discrimination exists and where it takes place, as well as evidencing our inclusionary activities and audiences
- makes clear statements on publicity and information that the involvement of people in under-represented and minoritised groups is particularly welcomed
- provides training for people to understand their rights and responsibilities under the policy
- makes non-discriminatory behaviour a condition of participation in activities and contracted in to any work commissioned by the company
- has in place a complaint procedure for people who feel the policy has been transgressed
- will aim to ensure that the trustees are representative of the Festival's audience. The Board will be responsible for ensuring that the [Equality, Diversity and Inclusion Policy](#) is properly implemented, monitored and reviewed
- will ensure that no trustee, staff member, contractor or volunteer receives less favourable treatment than another on grounds of class, age, disability, ethnic origin, marital or parental status, political belief, religion, gender (or its reassignment), sexuality, medical needs or care status
- disengage anyone using or promoting hate speech in any space we can govern.

Monitoring and evaluation

The Festival will monitor this policy to establish its implementation and ensure it reflects changes in legislation, case law, best practice or other guidance issued. Watershed moments, such as the *Black Lives Matter* rallies in 2020, will elicit responses and reviews to ensure we are leading the field in our castigation of hate speech and acts.

Equality will appear on the agenda for the annual review of the **Policy Pack** for the purpose of evaluating the portfolio of policies and addressing recommendations for review and/or further training.

The Board receives and reviews complaints concerning equality, which will be raised at their next available meeting, if not by email in advance.

As a contractor, the Festival

- ensures the policy is applied to recruitment and selection practices, ensuring contracts are awarded on the basis of quality of suitability and that the widest possible audience has the opportunity to hear of vacancies and apply
- ensures the policy is known to all team members and volunteers and all other persons involved in organisation and to job applicants
- regularly reviews procedures and criteria and changes them if considered discriminatory.

Workers and volunteers

- All trustees, staff, contractors, and volunteers will comply with the policy, who must not themselves discriminate
- All team members agree to drawing attention to suspected discriminatory actions made by other team members, partners, venues or audiences to ensure hate speech or actions cause the least harm to those around them

- Any breach of the policy will render the trustee, staff, contractor or volunteer (or multiples thereof) liable for disciplinary action.

COMPLAINTS

Anyone external needing to complain should follow the [Complaints Policy](#) listed in the **Policy Pack**.

ENVIRONMENTAL POLICY AND ACTION PLAN 2021-2024

Liverpool Irish Festival is an 'assetless' organisation. It does not own a building for which it has control over related consumables, but it is an advocate for green issues and wants to follow best practice in developing and leading the field in

- audience knowledge in the climate emergency and changing habits in how they join us to consume our services, e.g., walking routes, bus paths and train services
- cross-sector advocacy for improved carbon literacy, decarbonisation and the use of renewable energy provision by landlords
- the procurement of products and services that harness renewable resources or -at the very least- recognise carbon emissions loading and offsetting principles
- taking the basic principles that we use at home of 'reduce, reuse, recycle' and implementing them in our domestic and rented workspaces
- monitoring our CO₂e3 and being transparent about it
- encouraging our artists, partners and venues to do all of the above.

The following policy is to be applied in our team members' domestic workspaces, as in the rented workspace that *Liverpool Irish Festival* leases, wherever this is a feasible and the reasonable cost can be borne by the Festival. Where it is not in the Festival's direct control (such as weekly monitoring, etc) this is something we will begin to request of our landlords, though it should be recognised that -as a micro-business with an annual work flow/cycle- annual monitoring may be the best the Festival can provide.

CARBON LITERACY

Carbon literacy is an awareness of the carbon dioxide costs and impacts of everyday activities, and the ability and motivation to reduce emissions, on an individual, community and organisational basis. More can be found here: <https://carbonliteracy.com/>

In 2021-22, *Liverpool Irish Festival* will attempt to run a baseline for its carbon imprint, in the hope of driving down its emissions in future years. At the outset, it intends to accomplish this through

- Pressure on landlords
- Better audience advocacy and information provision, to equip artists and audiences with green options
- Improved accountability and responsibility in procurement.

The following resources will be used to improve our understanding and help set our baseline and future projections.

- *Unilever* performance summary: https://www.unilever.com/Images/uslp-performance-summary-2019_tcm244-549815_en.pdf
- [How bad are bananas](#), Mike Berners Lee
- *WWF* footprint calculator: <https://footprint.wwf.org.uk/#/results/breakdown/>
- **It's OK to be Smart** (science video on the statistic related to the Climate Emergency): <https://youtu.be/fjlyms1BX4>
- <https://cdn.theatlantic.com/media/mt/food/brochure6a.png>
- **Theatre Green Book** – green touring: https://theatregreenbook.com/wp-content/uploads/2021/03/THEATRE-GREEN-BOOK-ONE_beta1.pdf

This work will be done between Summer 2021 and Summer 2022. In the meantime, as much of the following policy that can be applied, will be. Anything highlighted in yellow is work that will be progressed in this dateline.

1. INTRODUCTION

1.1 Protecting the environment is vital for the conservation of precious natural resources and the continued health of our planet. *Liverpool Irish Festival* recognises its responsibility to protect the environment and is continually working to reduce the environmental impact of the work we do.

1.2 The Festival seeks to minimise the adverse impact of the organisation's activities upon the environment and the quality of life of the local (and global) community via our acts and those we help to generate.

1.3 The organisation has developed this Policy and its action plan to ensure conservation of natural resources whilst minimising any adverse environmental impact from our operations.

1.4 Conservation of our natural resources must begin with reduced consumption, waste reduction and recycling. We must all strive to ensure that any adverse impact upon the environment -or quality of life- is prevented or, at least, minimised during the organisation's activities, including the creation, storage, transportation and disposal of products and wastes.

1.5 We will monitor environmental issues and strive to improve our performance in line with current best practice.

1.6 The effectiveness of the Policy will be monitored on a regular basis, with a formal review each year, as reported in our annual **Festival Review**. We will revise the Policy as often as may be appropriate to continue to ensure minimisation of any adverse impact of our activities upon the environment. We will ensure that all team members are made aware of this policy.

2. KEY AIMS

2.1 Administration, building and facilities management

- Comply with all relevant environmental regulations and legislations
- Reduce our carbon footprint
- Reduce the use of non-renewable energy resources
- Monitor and evaluate energy consumption for regular analysis
- Reduce waste produced across the organisation
- Reduce, reuse and recycle goods wherever possible in all aspects of the business
- Use local suppliers and resources
- Raise staff and building user awareness through training, signage and facilities.

2.2 Team member and stakeholder engagement

- Increase accountability by measuring and evaluating environmental issues
- Advocate for artists to consider the environmental impact of their work
- Reduce the environmental impact of travel by team members, artists and audiences
- Advocate for audiences to consider the impact of their travel to our events and provide advice and incentives to support this.

2.3 Project management and programming work

- Ensure the projects and events we produce are as environmentally friendly as possible
- Raise awareness and promote discussion on environmental issues through our work
- Encourage artists to make work highlighting issues around climate change.

2.4 Fundraising and Campaigns

- Practice ethical fundraising and share knowledge with the sector

- Support environmental campaigns and campaigning organisations
- Continue to participate in existing networks while building new networks across the sector and across borders.

3. ENVIRONMENTAL ACTION PLAN

3.1 Our environmental action plan is divided into three main areas:

- Our rented premises
- Our team members and their (domestic) offices/workspaces
- Our work.

4. OUR RENTED PREMISES

4.1 Energy consumption

Current Measures

Heating

- We monitor and regulate individual room temperatures within our control, switch off heating in rooms which are not in use and use minimum settings in toilets and transient spaces
- We monitor weekly/monthly usage through meter-readings and bills.

Lighting

- We switch off lights in rooms not in use and use natural light where possible
- We use low energy bulbs wherever possible and replace spent bulbs with energy efficient alternatives
- We have individual LED desk lights and minimise our use of the overhead strip lighting
- We recycle lighting tubes
- In productions, we use theatre lighting only when necessary and minimise use for rehearsals
- We monitor weekly/monthly usage through meter-readings and bills.

Equipment

- We encourage all building users to only use cooling equipment (fans and air conditioning) when necessary and only if natural ventilation is not sufficient
- We ensure that all building users turn off electrical equipment (including computers) when not in use and switch off at the plug where appropriate
- We only run dishwashers/washing machines when full
- We use reusable crockery (not disposable) wherever possible
- We use A-C rated equipment and aim only to acquire A-rated or above electrical products
- We dispose of computers and electrical equipment by recycling or reusing
- Where batteries are necessary, we use recyclable and rechargeable batteries and are mindful about charging periods.

Team member actions

We ask that all team members:

- Switch lights off when not needed or in rooms that are unused
- Turn computers off when not in use, rather than being put in standby mode
- Unplug electrical devices not in use and overnight, including telephone and device chargers and cradles
- Talk face-to-face when it is safe to do so and if the option of travel does not outweigh the carbon emission of an electronic conversation
- use instant messaging systems with colleagues rather than emailing

- use natural ventilation/barriers rather than electrified ones when a space is too hot/cold (ensuring heaters/coolers are turned off when not in use)
- Turn off radiators in studios and all rooms when not in use.

4.2 Water usage

Individual team member actions

We ask that all team member:

- Are economical in use of water (turning off taps, using low flush etc)
- Only run the dishwasher/washing machine when full

2021 -2024: Additional Measures

- Monitor our water usage weekly, investigate high usage, leaks and pilot building-wide incentives to reduce usage.

4.3 Waste

Current Measures

- We recycle papers, cans, glass, cardboard, plastics, batteries and pens through provision of recycling bins in offices and common spaces. Where these are not available, we endeavour to use home recycling options and recycling centres
- We recycle light bulbs, printer and photocopier cartridges, mobile phones and IT hardware through third party providers wherever possible, all electrical goods
- We use rechargeable batteries for battery operated devices
- We reuse and recycle furniture and all goods wherever possible, offering unwanted usable items for sale or gift
- We store items with potential for future use and try not to buy or consume items we do not need more than once
- When disposing of materials, we use only skips that recycle content
- We only consume/purchase recycled paper and Forestry Stewardship Commission (FSC) assured stock
- Our promotional materials are printed on FSC accredited paper using waterless presses, vegetable-based inks and machinery powered by 100% natural renewable energy sources.

Individual team member actions

We ask that all team members to:

- Use recycling bins for appropriate waste and encourage building users to do the same
- Only print when necessary and use double-sided print or scrap paper wherever possible for printing or note taking
- To buy second hand goods wherever possible
- Make sure any Festival or Festival-partnered marketing print is produced using environmentally friendly methods and materials.

5. OUR TEAM AND OFFICE

5.1 Team member training and awareness

Current Measures

- A 'green' agenda item is included in the regular Artistic Director and CEO's reports to the Board promoting and raising awareness of its activities, Liverpool's position on the climate emergency and the activities of *Shift*, Liverpool's climate emergency committee, of which the Festival is a member

- An annual review will update this policy in line with the annual **Festival Review**, in which the Festival will report its CO₂e₃ and advocacy work
- The Policy will also be reviewed within ACE's National Portfolio Organisation application timeline, in reference in the action plan and current legislation to ensure we are leading the field in best practice. Regular annual monitoring may dictate that policy upgrades occur more frequently
- Our environmental policy and action plan is published in the Festival's portfolio of policies.

Individual team member actions

We ask that all staff:

- Contribute to actions for our environmental action plan.

2021-2024: Additional Measures

- Develop efficient ways to capture data for better reporting
- Provide training and attend conferences related to green issues
- Include eco actions in team member contracts
- Review eco actions in appraisals and in inductions of team members.

5.2 Travel and transport

Current Measures

- We use trains rather than planes where possible and UK/European travel by train where the journey will be less than twelve hours. Where it is not, we will invest 5% of the cost in renewal energy company to mitigate the damage
- We promote environmentally friendly transport options to visitors, celebrating Liverpool's ownership of the cleanest bus travel service outside London
- Use environmentally friendly taxi services.

Individual team members actions

We ask that team members:

- Consider the impact of their journey to work and to travel on foot, by bicycle or by public transport where possible
- To consider if the meeting is necessary and what the most environmentally friendly way would be of conducting that meeting. 4 hours of video calling, may cost more environmentally, than a short journey to meet face-to-face outside.

2021-2024: Additional Measures

- Monitor/collect team members' means of transport for events and day-to-day use
- Create policy for artists' travel and encourage artists to commit to it
- Keep a carbon record of all flights and offset work
- Record project mileage.

5.3 Purchasing and sub-contracting

Current Measures

- We research suppliers with good green credentials
- We request green credentials from new suppliers
- We value suppliers and subcontractors who adhere to and echo our policies and standards (especially around the issues of sustainability, environmental concern and ethics).

2021-2024: Additional Measures

- Think local where at all possible

- Develop and circulate a clear set of guidelines for selection process.

5.4 Finance and IT

Current Measures

- We use a local bank branch and handle the majority of banking is done online
- Invoices are sent electronically
- We have an ethical fundraising policy endorsed by the Board
- We encourage artists to seek responsible funding for their projects.

2021-2024: Additional Measures

- The Festival asks that all its team members are aware of computer and device usage and that they use power saving modes (such as screen brightness sliders and appropriate volume controls) as well as being responsible about charging cradles versus powering down
- Any equipment belonging to the Festival, rendered useless by time or fault, will be recycled via a recycling centre or donated to an electrical upskilling centre, where the products can be used in training or for donor parts.

6. OUR WORK

6.1 Projects

Current Measures

- Commissioned artists are asked to work within our environmental policy
- We encourage partner organisations to adopt similar policies.

2021-2024: Additional Measures

- Encourage 'reduce, re-use and recycle' approach to use of materials.

6.2 Marketing and communications

Current Measures

- We print minimum quantities of marketing materials, not maximum. If we cannot disseminate the print, we don't print it, even when the cost is higher
- We have data management processes in place to minimise waste during print distribution
- We produce all printed materials on FSC assured and/or recycled paper and card
- We ensure that any packaging used is recycled/recyclable/made of biodegradable materials, where we have an option and try to advocate this must be an option
- We use vegetable-based rather than petroleum-based ink
- We recycle all waste print materials
- We continually investigate alternatives to print (e.g., online products, digital alternatives) and maximise digital alternatives where appropriate
- We ensure maximum information on our Environmental Policy is publicly available and emphasised on marketing materials.

2021-2024: Additional Measures

- Continue to refine our databases to ensure minimum wastage during postal distribution and reduce our postal mailing list
- Increase proportion of hand-to-hand distribution to minimise wastage during rack distribution.

6.3 Audiences

Current Measures

- We offer online options in preference to posted print materials and consistently review the best ways to get the most from our print.

2021-2024: Additional Measures

- Our publicity materials display how to get to our events by public transport
- Develop initiatives to capture travel data from audiences.

The chart below may be used to assist with understanding carbon literacy and setting a baseline.

YELLOW HIGHLIGHTS

Items in yellow, above indicate items we would like to report on but we cannot do just yet. They flag aims made difficult for us by our circumstances, e.g., the configuration of our office means that all lighting/heating/power costs are shared across a building to which we have no monitoring access. However, we could be putting pressure on our landlords to be more transparent about the unit costs and share across tenants. We will continue to work on these areas.

REPORTING

Travel imprints and carbon tracking

A matter affecting all small organisations is the climate emergency and how we address it. It can be difficult for micro-businesses, such as ours, to demonstrate change. Yellow highlights above indicate some of the specific problem areas for us.

The Festival's three largest carbon drains are print, audience travel and hotels. In our print we always ensure we use *Forestry Commission Assured* recycled stock and, with regards travel, we entreat people to use public transport wherever possible; providing bus, train and walking information, as well as 'These Three Words' details to find main entrances, etc.

Calculating total audience travel, across modes of transport and from local to global, does not yet have an agreed sector formula, and other calculators for the different areas of our business can also be hard to find and collate in to something comparable, measurable and useful.

To make a start on this, we are using the following guides:

- the [UK Government GHG Conversion Factors for Company Reporting](#), calculates an overnight hotel stay in the UK as costing 13.9kg CO₂e per night in emissions. This is a carbon footprint of 129.8kg CO₂e.
- the [World Land Trusts](#) carbon calculator for small-car use, on the basis of 'local' being 10 miles and 'national' being 75 (all converted to KMs to calculate like-for-like). We have then used an average of a 1,000 mile/3195km journey to represent international travel and used the [Our World in Data](#) value of 150g per KM to calculate CO₂e tonnage.
- a [Two Sides](#) article, which claims the production of a new newspaper can cost 0.49lbs/0.22226026kg in carbon. However, we believe it to be roughly 2/3 of this, as we already use recycled, *Forestry Commission Assured* stock. Despite multiple attempts to locate the printer carbon data, our broker has not been able to locate this, hence the estimation. Before the recycling reduction, this formula suggests a carbon emissions of 66.7 CO₂e pa
- and [Saving Light Bulb's](#) halogen light value (124.1 kgs CO₂e pa) is the basis for us estimating carbon emissions for one light's annual full-time usage values
- whilst [Energyguide's](#) costings one computer used full time all year (175kgs CO₂e pa) forms the basis of this calculation.

To find the offset price, we have used *World Land Trusts* £15 per tonne, which -combined- provides the following carbon data:

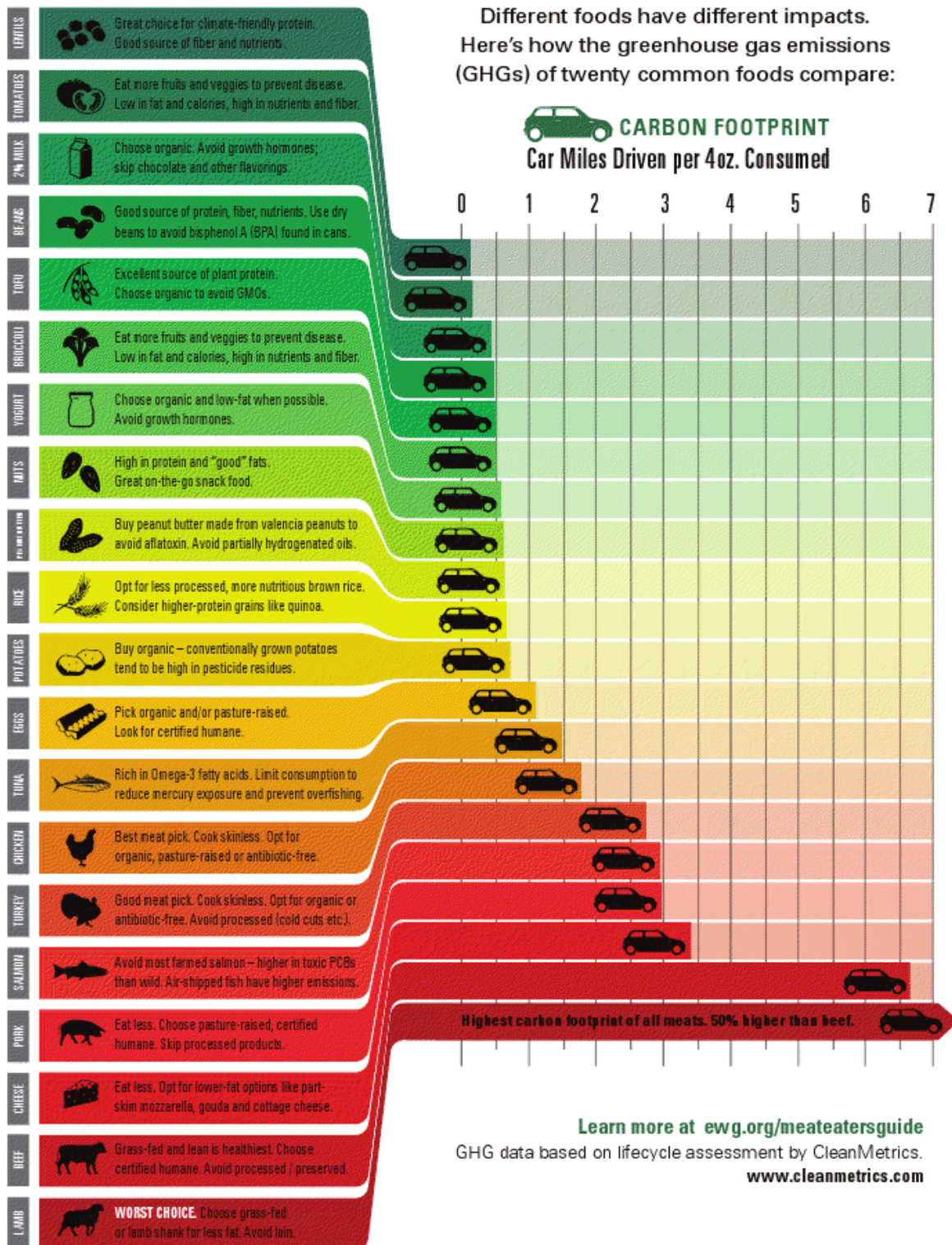
Carbon	2021				
	Total aud	x distance (KMs)	x T CO ₂ e	x £15p tCO ₂ e)	
Local	306	4918.700718	44.329	£	665
National	128	15402.33351	138.811	£	2,082
International	17	53763.80153	8.064570229	£	121
Hotel stays	9338	0.0139	129.7982	£	1,947
Newspaper	30000	0.0022226026	66.6781	£	1,000
Computer	1	0.175	0.1750	£	2.63
Light	1	0.1241	0.1241	£	1.86
Total	39788.14	74084.85	387.68	£	5,815

What this produces is a headline report that states the business of the Festival generates roughly 886 kgs CO₂e of carbon emissions, which would cost £13,294 to offset, if that were even really a possibility. In short, this is roughly 10% of our annual budget, but a more costly figure to the earth. We need to reduce these imprints.

Now we understand a baseline, we can work on we improving our green credentials; understanding what has gone well and what is suffering. We will use an array of materials to conclude our baseline reporting, including the approved resources (below), as identified by *Shift*, Liverpool's climate emergency response network, of which we are members.

- <https://juliesbicycle.com/faqs/faq-carbonfootprint/>
- <https://www.ljmu.ac.uk/microsites/ecoinnovatory>
- <https://youtu.be/U6K1CgKIFRw>
- <https://www.britishcouncil.org/research-policy-insight/insight-articles/culture-climate-change-co-operation>
- https://juliesbicycle.com/resource_hub/environmental-sustainability-in-the-digital-age-of-culture/

EAT SMART. YOUR FOOD CHOICES AFFECT THE CLIMATE.



ETHICAL FUNDRAISING POLICY

The **Ethical Fundraising Policy** is owned by the *Liverpool Irish Festival* Board. The Chair of the Board is publicly accountable for upholding it, though duties may be discharged to other Festival team members.

1. INTRODUCTION – VISION AND VALUES

Liverpool Irish Festival fundraises in pursuit of delivering its vision to “bring Liverpool and Ireland closer together using arts and culture”. Any fundraising the Festival proposes or achieves will be allocated to activities that advance the mission/vision and any profits -over and above costs for each individual project- will be reinvested in to the organisation to do the same. The Festival must procure and spend with social and moral decency in mind, related to the nature of its work and diligence towards those from whom it seeks support.

Our fundraising approach is to act legally, honestly, transparently and ethically in the best interests of serving the Festival's charitable objectives and those in our community. We intend to follow best practice, abide by specific fundraising law and guidance from regulatory and other bodies including the *Fundraising Regulator*, the *Charity Commission*, The *Institute of Fundraising* and The *Information Commissioner's Office*.

Above all, we value the relationships we have with our existing funders, sponsors and partners, artists and -more widely- the general public, to whom we recognise our responsibility as the recipient of public funds. We will seek at all times to protect these relationships and in doing so to treat them with respect and integrity.

We -the Festival- have a duty of care to our funders and to the public purse, to be transparent about all our income and expenditure, in line with charitable conventions, governance and regulation. Similarly, we have a duty of care to those we contract to pay suitable and reasonable rates for time worked and work delivered.

2. RATIONALE FOR FUNDRAISING

The purpose of this policy is to ensure clarity and openness about our intentions, plans and actions.

To help guarantee the availability of ongoing funds to pay for its work, *Liverpool Irish Festival* aims to maintain a broad base of funding channels. This will include -and may not be limited to-

- personal donations – large (over £5,000) and small (below £5,000)
- legacy gifts
- advertising and service sales
- sponsorships and affinity sales
- naming opportunities
- grants applications for public funds, revenue and capital.

Fundraising will take multiple directions, as indicated, but may also involve support-in-kind.

Irrespective of how support is raised –be it in-kind support or via large grants- the case for support is clear: *Liverpool Irish Festival* requires resources to enable it to 'bring Liverpool and Ireland closed together using arts and culture'. Any income raised is done so on the basis of this vision and those supplying support are aware this will be its intended purpose.

If a funder/gift/sponsorship requires the Festival to align work against a different vision from that above, and if mission drift is a likely result, then the support must be reconsidered and, possible, rejected/returned.

The charity does not operate for profit; it operates to bring Liverpool and Ireland closer together using arts and culture. With this in mind, unrestricted 'profits'/underspends may be held in reserve to protect this interest, but at all times funds remain the ownership of the *Liverpool Irish Festival*, specified for the safe delivery of vision. It is never for the trustees.

3. KEY ISSUES THE FESTIVAL MUST CONSIDER

In applying for funding; accepting donations/sponsorship or building partnerships, *Liverpool Irish Festival* must consider the reputational advantage or harm such association may generate. Ideally, the Festival will only work with, accept funds from or collaborate with organisations that have a similar moral value code to its own. By this we mean:

- Takes its position as a contributor to society seriously; striving to protect the vulnerable by creating barrierless access and equitable spaces; considers their responsibility to the green agenda and has no party-political affiliation or official relationship with industry that could bring either party in to disrepute
- We will not knowingly work with organisations affiliated with animal testing; genetic engineering; human rights abuses; intensive farming; manufacture of environmentally hazardous products or chemicals; military contracts; mining; nuclear power; third world debt; third world marketing; the manufacture of tobacco; trafficking of any kind; party-political work, oppressive commercial/corporate behaviours; hate speech/activity and water pollution. This includes organisations known to be built on funds from similar historic practices.

New corporate sponsors, large-scale donors (e.g., over £5,000) and significant partners should pass the due diligence test (acceptance qualifications, below), which consider the key reputational risks that could result in accepting funding from, or partnering with, any external organisation or individual.

4. DRAFT POLICY POINTS CONTEXT

The Festival actively seeks opportunities to work together with external organisations and individuals to achieve shared objectives. However, it is vital that *Liverpool Irish Festival* maintains its independence and does not allow any external partnership to bring its name into disrepute. Consequently, the Festival only accepts financial support from/partnership with companies and individuals that meet the following criteria:

- There are strong grounds for believing the funding, partnership or in-kind support will result in a benefit to the Festival's beneficiaries
- The trustees and team members involved are satisfied that no adverse publicity will result from accepting such support
- There is no attempt on the part of the company or individual to influence the Festival's policy or actions, either explicitly or implicitly
- The initiatives required to fulfil the terms that allow the external organisation or individual to give to or support the Festival do not compromise the independent status of the Festival
- The relationship formed does not mean that the Festival endorses or approves the products or services of any company. Where such endorsement may be assumed, a statement against this will be supplied alongside any branding or promotion associated with products
- The Festival will have direct access to its database and beneficiaries and will not part with these as part of any relationship
- The Board trustees approve the initiative.

5. AVOIDANCE CRITERIA

Liverpool Irish Festival will carry out due diligence, appropriate for the size and nature of the donation, on both the financial and reputational needs of possible partners before accepting their donations. We will only refuse or return donations in exceptional circumstances and record the decision and reasons for doing so.

Liverpool Irish Festival will not accept any funding from companies directly involved in activities that run contrary to its overall charitable objectives, vision or aims. It will not accept financial support or partnerships with companies knowingly involved with any of the following activities: animal testing; genetic engineering; human rights abuses; intensive farming; manufacture of environmentally hazardous products or chemicals; military

contracts; mining; nuclear power; third world debt; third world marketing; the manufacture of tobacco; and water pollution.

When deciding whether to accept any particular donation or form a partnership, the trustees have a duty to demonstrate to the *Charity Commission* that they have acted in the best interest of the charity, and that association with any particular donor does not compromise *Liverpool Irish Festival's* ethical position, harm its reputation or put future funding at risk. The Festival complies with all relevant legislation, including money laundering rules, the [Proceeds of Crime Act](#), the [Bribery Act](#) and *Charity Commission* guidance, including terrorism and political activity.

The Festival would therefore not accept any of the following where the donation:

- was known to be associated with criminal sources and/or illegal activity
- would help further a donor's personal objectives, which conflict with those of the Festival
- would lead to a possible decline in support for the Festival, and so risk a fall in the resources available to fund its work or damage its longer-term fundraising prospects
- would otherwise impact adversely on the Festival's reputation
- would be inconsistent with Government policy
- impairs the Festival in fulfilling its objectives, particularly with respect to supporting the community
- is damaging to the objectives of the Festival, its agreed policies or its beneficiaries
- consists of goods, property, or services, which the Festival cannot lawfully use, convert, sell or exchange in direct support for its charitable aims
- is dependent on the fulfilment of unacceptable conditions applied by the donor
- may require action that is potentially illegal
- could seriously damage the reputation of the Festival
- creates a serious conflict of interest
- involves a suspicious transaction
- involves the acceptance of funds from proscribed organisations, designated individuals or sanctions targets
- harms -or is noted to have the potential to harm- the Festival's relationships with stakeholders (e.g., donors, funders, sponsors, artist, audiences, etc. (past, present or future)

Purchasing

The Festival will not knowingly purchase goods and/or services produced and delivered under conditions which involve any form of abuse or exploitation of third parties. Evidence (not exhaustive) of such abuse and exploitation includes:

- the use of child labour
- failure to pay employees a living wage
- excessive working hours
- evidence of any form of inhuman, unreasonable or discriminatory treatment of employees.

6. ACCEPTANCE CRITERIA

Gifts, donations and sponsorships will be accepted if

- they adhere to the Festival's aims in ways which meet their objectives and are productive and reasonable
- the gift/donation/sponsorship is/can be applied for the purpose for which it was donated and meets the donor or sponsor's wishes without compromising the Festival's vision
- the source of the donation is morally acceptable to the Festival, in line with its aims, objectives and values
- the completion of the project for which donation/gift/sponsorship are given should be achieved. If the project is not completed or there are excess funds, then by law (and morally) the gift/donation/sponsorship should be returned, unless a change the purpose is agreed

- all gifts are accepted as voluntary contributions and not in lieu of services, unless formally specified and agreed in advance, in accordance with this policy.

Purchasing

The Festival will not knowingly purchase goods and/or services produced and delivered under conditions which involve any form of abuse or exploitation of third parties. Evidence (not exhaustive) of such abuse and exploitation includes:

- The use of child labour
- Failure to pay employees a living wage
- Working hours are excessive
- Evidence of any form of inhuman, unreasonable or discriminatory treatment of employees

Liverpool Irish Festival expects suppliers to accept responsibility for labour and environmental conditions under which products are made and services are provided and to make written statement of intent regarding the company's policy. In practice, as a small organisation, with minimal purchasing activity, this will be applied to any individual purchases made for over £5,000.

Further Points

The Festival's assets and resources will be used only for the purposes for which they were given. The Festival recognises that, in accepting funding from statutory bodies, it must consider the policy implications and obligations that might be tied to it and ensure that these do not contravene its own aims.

Liverpool Irish Festival can seek to raise funds from charitable Trusts and Foundations, but recognises that, simply because these have been registered with the *Charity Commission* does not mean that they are ethical givers. The Festival therefore does not accept money from any charitable trust if it is a requirement of grant receipt to advertise any company or organisation whose activities run contrary to the Festival's aims.

The Festival will maintain accountability and open and honest relationships with all its partners, by regularly monitoring and evaluating its work.

This statement of policy is a working guide for the Festival. Any final decisions will be governed by the Board of trustees. It is the duty of the Board to advise of any potential conflicts of interest with regards to funding or partnerships, and for the Board to act in the best interests of the Festival at all times.

FINANCIAL POLICY AND PROCEDURES

FINANCIAL POLICY

The Board is responsible for

- safeguarding the assets of the charity
- preventing fraud
- avoiding mistakes
- keeping financial records in accordance with the governing document and relevant legislation (e.g., **Charities Acts, Companies Acts** etc).
- preparing annual accounts in accordance with the governing document and relevant legislation.

To enable the *Liverpool Irish Festival*/Board to carry out these responsibilities, the Financial Procedures detailed below must be followed at all times by all Board trustees, team members, staff and volunteers.

A copy of this policy and procedures will be given to all Board of Directors members on their election/appointment to the Board, and to all relevant team members, staff and volunteers.

The policy and procedures will be reviewed in line with **Policy Pack** reviews.

FINANCIAL PROCEDURES

1. Organisational Information

The Festival's financial year runs from 1 January-31 December.

To minimise risk and monitoring, whilst setting traceable accountability, a skeleton team serve as Festival bankers (i.e., have access to the Festival's banking systems, with authorisation to access and act on its behalf). At the time of issuing this **Policy Pack**, these are:

- The Chair
- The Treasurer
- 1 x trustee
- The Artistic Director and CEO.

The Festival's appointed Auditor/Independent Examiner is *Adding Value*, led by Matthew Brown, address: 2030 Hub, 23 Argyle St, Liverpool L1 5BL; <https://www.adding-value.org/>.

The Festival's bank account is held with *NatWest*, the Allerton Road Branch, Liverpool.

2. Bank Accounts

- All bank accounts must be in the name of the organisation
- No account may ever be opened in the name of an individual or individuals
- New Festival accounts may only be opened by a decision of the Board of trustees, following a Board vote at a constituted meeting, which must be minuted
- Changes to the bank mandate may only be made by a decision of the Board of trustees, which must be minuted
- The Chair will oversee any payments made by the Festival totalling above £1,000. The Artistic Director and CEO can make any payments up to £999 without consultation. Both must ensure invoices, receipts and payment confirmations are all stored safely, in line with management account procedures, cashbook transactions and accountant handover practices
- All cheques must be signed by two signatories
- The signatories are responsible for examining the cheque for accuracy and completeness
- Internet bank transfers over £1,000 must be authorised by the Chair
- The Treasurer is responsible for ensuring accuracy and completeness or records prior to transmission
- The signatories are responsible for examining the payment documentation (purchase invoice etc) prior to signing the cheque or authorising an internet transfer
- Blank cheques must never be signed
- It will not ordinarily be necessary for anyone but the Chair and Artistic Director and CEO to make payments. The additional bankers are present to assist in the case of absences, incapacity or emergency.

3. Signatories to the accounts:

The Festival is required to produce **Unaudited Accounts**, due its turnover. This requires one signatory. The Festival allocates the Chair as its signatory.

4. Annual Budget

An annual budget, setting out the organisation's financial plan for the year, will be prepared so that the Board of trustees can approve it before the start of each financial year

The draft budget will be prepared by the following team members, to be presented to the Board, along with management accounts:

- Artistic Director and CEO
- Treasurer.

5. Financial Reports

A financial report will be prepared for every Board meeting. The financial report (or management accounts) will consist of:

- Budget and actuals to date/profit and loss sheet
- Bank balance
- Forecast and tracker overview of the year.

Each Financial Report will be circulated to all Board members and discussed at the following meeting.

The Forecast and tracker overview will be prepared by the Treasurer. The Budget and actuals to date is a working document maintained by the Artistic Director and CEO.

6. Accounting and other financial records

The organisation maintains a computerised accounting system which records:

- Cheques and cash received and banked
- Cheque payments, Internet Banking Transfers and other amounts paid from the bank accounts.

Every transaction will be entered into the Cashbook Transactions worksheet (monthly as a minimum) and will include:

- The date of the transaction
- The name of the person money was received from or paid to and the full amount
- A brief description of why the money was received or paid
- An analysis of each amount under its relevant budget heading (in the Budgets and actuals annual worksheet).

All documents relating to receipts and payments will be filed in the month they are input into the system.

A regular backup copy will be made, saved externally and a copy transferred electronically to the Treasurer.

7. Authorisation and Payment

The Festival does not operate a purchase order system. If a project occurs that demands it, we will adopt the following procedure:

- All purchase orders must be recorded in the Purchase Order book and allocated the next sequential Purchase Order Number.
- The Purchase Order Number must be given to the Supplier and quoted on their invoice.

The Chairman (or Treasurer in their absence) must approve the purchase of any item or invoice payment over £1,000.

No team members are authorised payment to themselves, their partner or relatives, without the production of a legitimate receipt. It is expected any such payment will be preapproved with the Chair. Salary or contract payments must always be made by another team member, for example, the Artistic Director and CEO will never pay themselves; this will be handled by the Chair on the supply of an invoice.

Invoices (or other receipts) should be matched against a payment confirmation.

Before cheque or internet payment is made, it must be filtered to the right person for payment (Artistic Director and CEO £0-999, the Chair from £1,000 and over).

When the cheque is signed, two signatories will be required. The Chair holds the cheque book.

For Internet Bank Transfers (BACS), the invoice must first be filtered to the right person for payment (Artistic Director and CEO £0-999, the Chair from £1,000 and over).

Once payment has been made the invoice (or other receipt) should be marked "Paid", together with the cheque number and date.

All payments must be entered in the computerised accounting system, only after being authorised.

8. Payroll

At the time of preparing the **Policy Pack**, the *Liverpool Irish Festival* was not registered with the *Department for Work and Pensions* and therefore unable to run payroll. When it is and can, the following procedures will commence:

- All employees (including sessional and part time employees) must be asked to complete the relevant PAYE form/s before they receive any payment
- All staff changes and changes to terms and conditions of employment must be authorised and minuted by the Board of trustees
- Payroll and all calculations will be made by [TBC]. This will either be the Treasurer or our Accountants, *Adding Value*.

9. Insurance

As a contractor, the Festival asks contractors to insure themselves against public liability and personal health. During events we ensure we have suitable public liability event cover to protect those serving in the Festival's name. This is not year-round insurance and is specific to the activity taking place.

As a tenant, the *Liverpool Irish Festival* has determined that the cost of contents insurance on its rented asset is unnecessary as the value of those contents is minimal. No claims can be made against damages to assets within the space.

As an employer the Festival will have to ensure:

1. appropriate insurance policies are considered, secured and maintained to cover:
 - Employer's Liability
 - Public Liability
 - Contents.
2. an inventory of all physical assets of the organisation will be kept and regularly updated – reviewed Summer 2022
3. a copy will be kept off the premises at the address of the Treasurer.

10. Agreement

This **Financial Policy**, and the **Financial Procedures** detailed above were agreed with the acceptance of the **Policy Pack**.

THEFT AND CASH HANDLING POLICY

Purpose

The **Theft and Cash Handling Policy** is to assist in the prevention of theft and corruption occurring within the *Liverpool Irish Festival*, informing and protecting team members best practice, whilst protecting the *Liverpool Irish Festival* as a charity.

The policy provides information as to the Festival's expectation of team members who handle cash as part of their work duties, which ordinarily would be deemed an extraordinary and ad hoc task, rather than a standard practice duty. It also informs team members of action that could be taken by the Festival in the event that cash shortfalls are found, or if a team member is found to have breached this policy.

In so far as this policy imposes any obligations on the Festival (e.g., those additional to legislation), those obligations are not contractual and do not give rise to any contractual rights. To the extent that this, policy describes benefits and entitlements for team members (e.g., those additional to legislation and individual contracts), they are discretionary in nature and not intended to be contractual. The terms and conditions of employment/service that are intended to be contractual are set out in written contracts.

The Festival may unilaterally introduce, vary, remove or replace this policy at any time.

Scope

This policy applies to all Festival team members, including trustees, staff/contractors and volunteers.

Definitions

Theft: Includes the unauthorised removal or use of Festival property (including cash) or a team member's property or the property of any other person or entity which is located at the Festival's premises or place of service/activity.

Cash Handling: Means the handling of cash, both within the Festival's premises and in event locations and for other purposes such as depositing takings at the Festival's bank.

Standards expected of individuals handling cash

Strict cash handling procedures should be followed at all times by all team members so that cash for which they are given care and control is safeguarded from loss. All team members should become familiar with the Festival's Cash Handling Procedures if they intend to or are asked to assume a cash handling responsibility, even for a short time.

Care and diligence must be taken at all times when dealing with cash transactions to ensure a high standard of accuracy.

All team members must ensure they do not give incorrect change or leave cash under their control open to misappropriation by other team members or visitors to the premises.

To ensure theft or misappropriation of cash does not occur, the Festival will monitor cash inflow/outflow, each time cash features within an event

Theft of cash or other property is a criminal offence, and the Festival reserves the right to report any theft to the police.

Cash handling process

There are three anticipated ways that a team member may result in cash handling on behalf of the Festival:

1. Running an event cash box
2. Holding a collecting vessel
3. Being passed donations by members of the public.

If a team member is running an event cash box they must:

Consent to becoming a cash handler on the basis of understanding the principles involved. It is advised that the individual appraises themselves of how much money is in the cash box. If this differs from the cash sheet provided, they must raise this with the Festival representative present immediately. If there is no cash sheet, they should count the money and make a cash sheet to state how much money was in the box when they took over. They should ensure they know what is being sold and keep a tally of how many and the value of each sale. This should dictate how much is in the box. If there are mistakes made, these should be noted and reported to the Festival representative in charge at the earliest opportunity. When the cash handling is over, the cash box should tally, mistakes accounts accounted for. It should be handed over to the Festival representative in charge thereby ending the individuals cash handling duties. The resulting income can be checked to have been processed by the Festival using the cashbook transactions, allowing enough time for processing.

Anyone collecting in-person donations on behalf of the Festival, should have been provided with a lockable vessel, thus protecting them, to some extent from inquiry. Anyone giving money should be asked to place the money in the vessel, thus alleviating the need to touch money. At the end of their duties, the individual should pass the vessel to the Festival representative in charge, thereby ending their collection duties. If for any reason, things do not happen in this way (e.g., the vessel is not lockable), the cash handler is at liberty to make it known they are not comfortable with the process and would prefer another duty. The resulting income can be checked to have been processed by the Festival using the cashbook transactions, allowing enough time for processing.

On rare occasions it is possible that someone will hand a team member money or a cheque for the Festival. Team members must ensure that if this is meant for the Festival it makes it there. It is advised it is sealed in to something at the point of being given it, noted for what is contained within and passed to a Festival representative at the individual's earliest convenience. The resulting income can be checked to have been processed by the Festival using the cashbook transactions, allowing enough time for processing.

Procedure for investigation of a breach of policy

Where there is a suspected failure in respect to cash handling procedures or a suspected theft of cash or other property, generally an investigation will be undertaken in accordance with the Festival's *Grievance Procedure*.

Consequences for breaches of this policy—theft

Where the Festival concludes that theft has occurred, it may take disciplinary action up to and including termination of any contract currently in place.

The team member will also be required to repay any misappropriated amounts.

Consequences for breaches of this policy—cash shortfall

Where the Festival concludes that cash shortfalls are to be due to negligence or to non-compliance with this policy, it may take disciplinary action up to and including termination of any contract currently in place.

Discussions will also be held with the team member regarding recovery of any cash shortfalls.

Other policies

Team members are encouraged to read this policy in conjunction with other relevant Festival policies, including: Corporate Governance, Financial Policy, Disciplinary Policy and Procedure.

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This privacy policy sets out how *Liverpool Irish Festival* uses and protects any information that you give to the Festival when you use its website. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. The Festival may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from the approval date of this **Policy Pack**.

What we collect

We will only collect information pertinent to the needs of the process being fulfilled, e.g., to become a subscriber we will ask for your name and email address, but not your age or ethnicity, as this is not needed to mail you an e-newsletter.

When we survey for audience information, we may ask lots of questions about your demographics or intersectionality, in line with what we report on in our **Festival Review**, but all data will be disaggregated and used only for the purposes we outlined at the outset of the survey.

- This information may include:
- name and job title
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers.

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- internal record keeping, especially preference data which may help us make programme decisions to help us better represent communities and fundraise for work
- we may use the information to improve our products and services
- we may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided
- from time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. You will always be given the option to unsubscribe from a mailing list service
- we may use the information to customise the website, according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may unsubscribe using the preferences at the bottom of the email.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you under the [General Data Protection Act 2018](#). A small fee will be payable. If you would like a copy of the information held on you, please email us at info@liverpoolirishfestsival.com.

If you believe information we hold about you is incorrect or incomplete, please email us as soon as possible, at the above address. We will promptly correct any information found to be incorrect.

DATA PROTECTION POLICY

INTRODUCTION

The Festival needs to collect and use certain types of information about the companies and individuals that we come into contact with to undertake our work. Consequently, organisational and personal information must be collected, used and managed appropriately – whether on paper, in a computer, digitally or recorded on other material – and there are safeguards to ensure this under the UK GDPR Regulation, tailored by the [Data Protection Act 2018](#).

DEFINITIONS

Data Controller – The person(s) who(m) decides what personal information *Liverpool Irish Festival* will hold and how it will be held or used. *Liverpool Irish Festival* (the organisation/charity) is the Data Controller under the Act, which means that it determines what purposes personal information held will be used for. It is also responsible for notifying the Information Commissioner of the data it holds (or is likely to hold), and the general purposes that this data will be used for

[Data Protection Act 2018](#) – The UK legislation that provides a framework for responsible behaviour by those using personal information

Data Protection Officer – The person(s) responsible for ensuring that it follows its data protection policy and complies with the [Data Protection Act 2018](#) is the Festival Board's Chair

Data Subject/Service User – The individual whose personal information is being held or processed by the Festival (for example: a client; an employee or contractor; a supporter)

Disclosure – *Liverpool Irish Festival* may share data with other agencies such as the local authority, funding bodies and other voluntary agencies; this would be termed 'disclosure'

'Explicit' consent – is a freely given, specific and informed agreement by a Data Subject (see definition) to the processing *of personal information* about her/him. Explicit consent is needed for processing sensitive/special category data (see special category data below)

Notification – Notifying the Information Commissioner* about the data processing activities of the Festival, as certain activities may be exempt from notification

Information Commissioner – The UK Information Commissioner is responsible for implementing and overseeing the [Data Protection Act 2018](#)

Processing – means collecting, amending, handling, storing or disclosing personal information

Personal Information – Information about living individuals that enables them to be identified – e.g., name and address. It does not apply to information about companies and agencies, but applies to named persons or employees within *Liverpool Irish Festival*

Special category data – means data about:

- racial or ethnic origin
- political opinions
- religious or philosophical beliefs
- Trade Union membership
- physical or mental health
- sexual life
- Sexual orientation
- [Genetic Data](#)
- [Biometric data](#) criminal proceedings relating to a data subject's offences.

APPLICATION OF THE ACT

The Data Subject will be made aware in most circumstances how and with whom their information will be shared. There are circumstances where the law allows an organisation to disclose data (including sensitive data) without the data subject's consent. These are:

- carrying out a legal duty or as authorised by the Secretary of State
- protecting vital interests of a Data Subject or other person
- the Data Subject has already made the information public
- conducting any legal proceedings, obtaining legal advice or defending any legal rights
- monitoring for equal opportunities purposes – e.g., race, disability or religion
- providing a confidential service where the Data Subject's consent cannot be obtained or where it is reasonable to proceed without consent: e.g., where we would wish to avoid forcing stressed or ill Data Subjects to provide consent signatures.

The Festival regards the lawful and correct treatment of personal information as critical to successful operations and for maintaining the confidence of those with whom we work. Consequently, *Liverpool Irish Festival* intends to ensure that personal information is treated lawfully and correctly.

To this end, the Festival will adhere to the *Principles of Data Protection*, as detailed in [Data Protection Act 2018](#). Specifically, the *Principles* require that personal information shall

- be processed fairly and lawfully and transparently and, in particular, shall not be processed unless specific conditions are met
- be obtained for specific, explicit and legitimate purposes and will not be further processed in a manner which is incompatible with these aims
- be adequate, relevant and limited to what is necessary in relation to those purpose(s)
- be accurate, not misleading or incorrect as to any matter of fact
- not be kept for longer than is necessary
- be processed in accordance with the rights of data subjects under the Act
- be kept secure by the Data Controller who takes appropriate technical and other measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, personal information
- not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal information.

Liverpool Irish Festival will, through appropriate management, strict application of criteria and controls...

- fully observe conditions regarding the fair collection and use of information
- meet its legal obligations to specify the purposes for which information is used
- collect and process information appropriate to the extent that it is needed to fulfil its operational needs or to comply with any legal requirements
- ensure the quality of information used
- ensure that the rights of people about whom information is held, can be fully exercised under the Act. These include:
 - the right to be informed that processing is being undertaken
 - the right of access to one's personal information
 - the right to prevent processing in certain circumstances and the right to correct, rectify, block or erase information which is regarded as wrong information
 - take appropriate technical and organisational security measures to safeguard personal information
 - ensure that personal information is not transferred abroad without suitable safeguards
 - treat people justly and fairly whatever their age, religion, disability, gender, sexual orientation or ethnicity when dealing with requests for information
 - set out clear procedures for responding to requests for information.

DATA COLLECTION

Informed consent is when

- a Data Subject clearly understands why their information is needed, who it will be shared with, the possible consequences of them agreeing or refusing the proposed use of the data
- and provides their consent.

The Festival will ensure that data is collected within the boundaries defined in this policy. This applies to data that is collected in person, or by completing a form. When collecting data, the Festival will ensure that the Data Subject:

- clearly understands why the information is needed

- understands what it will be used for and what the consequences are should the Data Subject decide not to give consent to processing
- grants explicit consent, either written or verbal for data to be processed
- competent enough to give consent and has given so freely without any duress
- has received sufficient information on why their data is needed and how it will be used.

DATA STORAGE

- Information and records relating to service users will be stored securely and will only be accessible to authorised Board members, staff, contractors and volunteers (where work requires it)
- Information will be stored only for as long as it is needed or required by statute and will be disposed of appropriately.

It is the Festival's responsibility to ensure all personal and company data is non-recoverable from any computer system previously used within the organisation, which has been passed on/sold to a third-party.

DATA ACCESS AND ACCURACY

All Data Subjects have the right to access the information that the Festival holds about them. When and if required, the Festival will take reasonable steps ensure that this information is kept up to date by asking Data Subjects whether there have been any changes.

In addition, the Festival will ensure that:

- it has a Data Protection Officer with specific responsibility for ensuring compliance with Data Protection
- everyone processing personal information understands that they are contractually responsible for following good data protection practice
- everyone processing personal information is appropriately trained to do so and supervised
- anybody wanting to make enquiries about handling personal information knows what to do
- it deals promptly and courteously with any enquiries about handling personal information
- it describes clearly how it handles personal information
- it will regularly review and audit the ways it holds, manages and uses personal information
- it regularly assesses and evaluates its methods and performance in relation to handling personal information
- all staff are aware that a breach of the rules and procedures identified in this policy may lead to disciplinary action being taken against them.

This policy will be updated as necessary to reflect best practice in data management, security and control and to ensure compliance with any changes or amendments made to the [Data Protection Act 2018](#). In case of any queries or questions in relation to this policy please contact the Artistic Director and CEO (info@liverpoolirishfestival.com), who acts as the Festival's Data Protection Officer (the Chair, chair@liverpoolirishfestival.com). The policy will be reviewed in line with all Policy Pack updates, as agreed at the AGM.

THE CHILDREN'S CODE

It was agreed at the Board meeting on 16 Aug 2021 that until the work of the Festival specifically generates work involving or targeting unaccompanied children or young adults, in real life or digitally, [The Children's Code](#) would not be applicable to the organisation's work. At any point where this status changes, [The Children's Code](#) will be reviewed and reappraised to ensure the Festival always works within best practice guidelines and legal regulations.

INFORMATION COMMISSIONER'S OFFICE DATA PROTECTION FEE

Under the Data Protection (Charges and Information) Regulations 2018, individuals and organisations that process personal data need to pay a data protection fee to the *Information Commissioners Office (ICO)*, unless they are exempt. Despite a charitable exemption, in the spirit of a 'belt and braces' approach to data, the *Liverpool Irish Festival* has paid a data protection fee, which is renewed annually.

HEALTH AND SAFETY POLICY

Statement of Intent

Liverpool Irish Festival will aim to provide a safe and healthy workplace and work environment for all team members, according to the needs of roles required. To that end, we are committed to the removal of potential hazards where possible and to setting up procedures that deal with unavoidable hazards and any resulting incidents that occur.

The Festival also has responsibility for protecting the health and safety of its contractors, audiences and participants -and any other people- who may be affected by its activities, especially the volunteers and participants of organised activities.

In order that the Festival meets these responsibilities particular attention will be given to ensure

- we consult team members on matters affecting their health and safety
- we provide information, instruction and supervision for personnel and learners, under 'Housekeeping' at the opening of any training or event
- a safe place of work with safe access
- a healthy work environment
- safe arrangements for use, handling and storage of articles and substances
- company members have enough information, instruction, training and supervision to avoid hazards and are able to contribute to their own health and safety.

Overall responsibility for health and safety lies with the Festival's appointed 'Health and Safety Officer'. In most cases this will be the Artistic Director and CEO or lead Festival operator, operating on behalf of the Festival Board, but in venues this will –in the first instance– be the venue contact. Venues will hold responsibility for assessing and conveying their venue for standard procedures. The Festival will be responsible for ensuring it complies with these requirements and passes on such details to all of its delivery team.

Because the Festival does not deliver in its own venue, it is reliant on partner venues to ensure that there is at least one member of the company trained in First Aid available on site whenever practicable. That said, the [Health and Safety at Work Act 1974](#) imposes duties on all 'employees' to take care of their own safety and that of other staff. At the Festival, we interpret this as meaning all contractors, trustees and volunteers, too. Below are a set of rules that all team members should make themselves familiar with. In particular staff and volunteers have a duty to

- work safely without endangering the health of themselves, their colleagues, their clients and the general public
- adhere to the safety policies laid down by the Festival and conform to all instructions given by those with a responsibility for health and safety
- report all accidents and hazardous situations and complete the accident book immediately. This applies to staff, company members, volunteers and visitors
- wear appropriate safety clothing and use appropriate safety devices where these are provided for use at work
- study and be aware of the venue's fire regulations and procedure
- meet other statutory obligations including Section 8 of the [Health and Safety at Work Act 1974](#), which states "no person shall intentionally or recklessly interfere or misuse anything provided in the interests of health, safety or welfare in pursuance of any of the relevant statutory provisions".

This policy -like all others- is issued to all team members and available for public scrutiny at all times. It is reviewed at the Festival's AGM in line with regulation change.

Risk Assessment

Liverpool Irish Festival has a duty to conduct risk assessments in order to implement the [Management of Health and Safety at Work Regulations 1992](#). Ordinarily, it would be a venue's responsibility to undertake venue risk assessments, which the Festival would obey and support. However, where the Festival is changing the use of a space, undertaking site specific work or is otherwise entering a space it fears may not have such health and safety provisions, it is important to understand, log and mitigate potential risks. Therefore, where required, assessments should be carried out for all the Festival's functions. These should be documented and approved by a 'competent person'. The Festival will then action any recommended preventative and protective measures identified in the risk assessment. When carrying out risk assessments the Festival has a duty to consider

- competency of the person, workforce, clients, trainees, volunteers and visitors
- hazards and risks
- elimination and control measures
- maintenance of control measures
- health surveillance
- information, instruction, training and supervision
- recording assessments
- reviewing when necessary.

More specifically the Festival will undertake risk assessments for

- hazardous wiring
- hazardous substances
- VDUs
- Fire
- Intensive use of computers/keyboards
- electricity
- reporting accidents and injuries
- workplace conditions
- provision and use of equipment
- Length of working hours.

This work will be complete by Summer 2022.

Accidents and First Aid

All accidents and incidents that happen under the Festival's 'watch' will need to be reported. By 'watch' we mean any incident involving a member of the team or Festival contractor, artist or audience member, whether in a Festival leased space or a partner venue. This is related to insurance and where lines of responsibility lie. This refers to any situation that has or had the potential to -or actually resulted in-

- injury to a person or persons
- damage to property or
- the apparent misappropriation of property.

The Festival will keep an accident log and all accidents should be recorded there.

This policy will be reviewed and revised in accordance with changes in legislation as and when required.

GOLDEN RULES FOR HEALTH AND SAFETY

Look after each other - 'health and safety' are a team game. Health and safety are about people. It's about practical steps to protect people from real harm and suffering and engendering a culture whereby, within *Liverpool Irish Festival*, we look after each other.

Think before you start work – know the risks. Understanding what can harm you is half the battle. Your manager is required to undertake a risk assessment of your workplace to determine this and should be briefing you on the steps you should take to be safe. Circumstances can change quickly, so always think about potential risks before you start work. It's important to remember that health and safety is about risk management not risk aversion; it's about taking sensible precautions, not bureaucratic back covering. Fundamentally it's about saving lives, not stopping people living.

Act safely – follow safe working procedures. Always follow the safety procedure or local rules of the venue you are in. If you feel they are inappropriate, failing or absent tell a team member, preferably a superior.

Keep your workplace clear and tidy. Good housekeeping is important; keeping workplaces clear and tidy can prevent many of the more common hazards such as slip, trip and fall accidents, fires, etc. Check floors regularly for trip hazards and clear up spillages immediately.

Wear correct safety clothing properly at all times. If safety clothing such as lab coat, eye protection, gloves, respirator, etc., has been designated for your work please wear it and ensure you understand how to use it correctly; it could save a nasty injury.

Report ALL accidents and near misses. Research has shown that, on average, for every major injury at work there are up to 200 non-injury accidents (near misses). This pattern is sometimes portrayed as an iceberg with the injuries as the visible tip of the iceberg and the near misses hidden under the surface. Each of these near misses is a potential learning opportunity that could help to prevent more serious accidents. All team members have an important role in reporting accidents and near misses to us, especially when we are site working in partner venues. Please remember that if you are ever involved in an accident or near miss you could prevent a more serious accident to a friend, colleague or stranger by spending the few minutes it takes to report.

Only undertake work for which you are trained and competent. Always ensure you are competent and have the correct training before undertaking work. If you are in any doubt stop work and speak with your manager. Risk assessments should identify tasks for which training or instruction is required.

Use the correct equipment for the task. Never be tempted to use the wrong equipment for the job. Many accidents happen because people have not chosen the right equipment for the work to be done. Controlling the risk often means planning ahead and ensuring that suitable equipment or machinery is available. You should check the machinery is suitable for the work, thinking about how and where it will be used. Ensure that any required checks and maintenance have been carried out and that you are competent to use the equipment.

Stop any work that becomes unsafe. If you have any doubts on whether the work you are doing or your workplace is safe, stop work and inform your line manager. You have the legal right to stop work if you feel you are in serious and imminent danger. If you see anyone else working unsafely you should report this to your senior manager. Incidents can be reported through the accident reporting procedure.

Complacency kills – don't cut corners. Please don't be tempted to cut corners, one day your luck may run out and either you will be hurt or you may be responsible for injuring someone else. Please obey the law, follow Festival policy and procedures and be vigilant; stop unsafe acts or non-compliant situations.

For more information on risk assessments, *Cardiff University* has some useful tips www.cardiff.ac.uk/osheu/toolkit/raindex.html

ALCOHOL AND SUBSTANCE ABUSE POLICY (2009)

INTRODUCTION

The *Liverpool Irish Festival* is committed to the programming and delivery of high-quality cultural events – such as drama, music, literature, dance – that attract a wide audience. We are committed to working in partnership with other organisations in pursuit of these objectives. The Festival is committed to actively promoting responsible

behaviour -at all events and activities- to protect and provide individual safety, promote collective wellbeing and maintain reputational value in our work. This policy articulates the Festival's objectives and actions in relation to alcohol and substance abuse.

The Festival is not an organisation whose primary function is related to substance abuse or alcohol use specifically. All activities are carried out in tandem with other partners, sometimes in spaces where alcohol can be enjoyed. Our commitment is to work with those partner organisations, in the context of the arrangements and policies they may already have.

The programming of the *Liverpool Irish Festival* inevitably involves events and venues where people gather for recreation, entertainment and socialising. Such activities are an important aspect of the Festival, and essential to its character and success in the local community. We are committed to encouraging responsible behaviour within this context, and to designing provision in such a way as to encourage responsible behaviour.

PARTNER ORGANISATIONS

The *Liverpool Irish Festival* produces and delivers all of its programme in co-operation with partner organisations or venues. Before entering into partnership with any organisation, the Festival will ensure that the potential partner takes a responsible attitude towards substance abuse and the marketing of alcohol to vulnerable groups.

The Festival has a pragmatic approach to the issue of sponsors and substance abuse. We are not averse to engaging with any sponsor who promotes alcohol, though we are mindful of how this links with our programme and will make decisions about appropriateness in line with our duty of care to audiences and common sense. We endeavour to engage with partners in positive relationships, encouraging the development of responsible policies and attitudes.

Partner organisations fall into three categories:

1. Funding bodies
2. Venues
3. Irish community organisations.

1. Funding bodies

Our Festival requires funds to run. Sponsorship is one way we can earn income. Sponsorship may come from public or private sources. Any sponsorship relationship entails being engaged with a partner.

The primary role of the *Liverpool Irish Festival* is the provision of Irish arts and culture activities and events. We are not a campaign organisation, nor is it our role to monitor the activities of business, corporations or partners. We will evaluate every sponsor before agreeing to enter into partnership with them. Potential funding partners are evaluated against the following criteria:

- shared or aligned objectives
- the autonomy of the Festival's decision making about programming and event management is respected
- that all activities and events conform to our objectives and aspirations
- that partner organisations respect us and will consult fully when taking decisions on events, content and venue
- that partners are in dialogue with appropriate specialist agencies which are in a position to advise and support actions which might be appropriate.

Where the business of a potential partner organisation is concerned with the production and sale of alcohol, the Festival will be concerned that such an organisation can demonstrate that they have policies and strategies to address the issues of substance abuse and promotion to vulnerable groups, and are committed to monitor the effectiveness of such policies and strategies.

2. Venues

All Festival venues are evaluated for their procedures to deal with the following:

- excessive drinking
- underage drinking
- drinking and driving
- prevention of the use of illegal drugs on the premises.

3. Community organisations

Our Board and staff/contractors will endeavour to ensure that community organisations:

- are aware of the need to promote positive images of the Irish community and Irish cultural life
- have effective procedures, where appropriate, to address issues such as excessive drinking and substance abuse.

Where any partner organisation, such as a venue or a sponsor, has an existing campaign related to substance abuse and its prevention, the Festival will co-operate fully in the implementation and delivery of any such programme.

We expect that partners will do nothing that might reinforce negative Irish stereotypes in the minds of the general public, the media or festival audiences. We are aware of the need to take the lead in challenging stereotypes, and promoting a positive image of the Irish community, Irish people and Irish culture generally. This does not mean we must only align ourselves with dry venues, but our primary message remains arts and culture and any alcohol related event or sponsorship will not override this.

PRODUCT PROMOTIONS

Liverpool Irish Festival expects partners to take a responsible approach to product promotion, especially in the case of certain products -such as alcohol, food and gambling. Promotion of the Festival will take precedence over a sponsor's promotional objectives and we will not lend our support or name to promotions which inappropriately target vulnerable or obvious groups. We will not take on any sponsorship which we believe could cause harm to anyone (used within the law) or damage our reputation.

The Festival does not seek to make unusual or novel arrangements to promote alcohol consumption. In other words, we will continue to programme a spectrum of arts and culture events. Some of these events will occur at venues where alcohol is available, others are not. At any Festival event at a venue, arrangements are generally the same as for any other event at that venue.

With certain products, such as food and alcohol, there are more immediate and obvious concerns, especially those around the question of irresponsible marketing to vulnerable groups. We expect them to be handled responsibly. If we are hosting a tasting event, of any kind, we expect to be clear about the nature of this, the expectation of responsible and legal engagement and the need to identify awareness and caution for those who may be vulnerable.

ACTIONS, CAMPAIGNS AND PROMOTIONS RELATED TO SUBSTANCE ABUSE.

Liverpool Irish Festival will actively seek to co-operate with and implement any existing initiative or public health campaign related to substance abuse, where such campaigns relate to our events or activities. In particular we will encourage all partners and venues to make:

- information on relevant initiatives available at venues
- clear links to appropriate campaigns, which may be in current on a local or national basis, such as 'Don't drink and drive', 'Identity cards for young drinkers' and health promotions.

CHILDREN AND YOUNG PEOPLE

Please see our [Safeguarding Policy and Procedure: Children, Young People and Adults Policy](#).

The Festival may run events at which children and young people are the primary target audience. Such events will not be teamed with any sponsorship that may be deemed improper, e.g., the *Jamieson's Story Morning* or - conversely- mis-sell an adult event, such as the *Jelly Babies Whiskey Tasting*.

Specific events -such as whiskey tastings- may be included in general programme promotion, related to the Festival as a whole. General Festival literature, correspondence and information will not carry named information on the festival sponsors – e.g., *The Guinness Liverpool Irish Festival* – if the Board deems that such a promotion would be inappropriate for a general audience that could include children or vulnerable groups, who would also be target audiences for programmed events. The charity will always make a decision on the nature of the product being advertised and its proximity to any vulnerable party. An example of inappropriate information would be the promotion of alcohol, or the association of alcohol promotion, with a children's event., such as shown above. Similar care will be taken around food, gambling, sporting, pharmaceutical, age-related leisure activity or environment damaging sponsorships.

Events which children are likely to attend, but at which they are neither the primary participants nor the primary audience, will be deemed as part of the overall programme and will be advertised in line with festival sponsorship.

SAFEGUARDING POLICY AND PROCEDURE:

CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS POLICY

Introduction

The welfare of the child, young person or vulnerable adult is of paramount importance throughout, as is protection from harm.

It is not the Festival's intention to run events in which unsupervised activity for children, young people or vulnerable adults is the main goal. In our standard practice, children, young people or vulnerable adults would be accompanied by parents or guardians, who would be required to stay during the activity, such as a craft table at the *Museum of Liverpool* or dancing in the Family Céilí at the *Liverpool Irish Centre*. However, even during these events, team members can find themselves in one-to-one company with a child or children, or someone who is vulnerable. This policy aims to help team members understand their responsibilities and the best way of ensuring everyone is kept safe from harm.

Liverpool Irish Festival has a duty of care to safeguard all children, young people and vulnerable adults involved in their operations and activities from harm. All have the right to protection and the needs of disabled people and others who may be particularly vulnerable must be taken into account. The Festival will ensure the safety and protection of all children, young people and vulnerable adults through adherence to the guidelines adopted.

All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately using the method outlined in **Reporting and reaction protocol**, in our **Safeguarding Policy and Procedure**.

Good practice

The aim of this policy is to promote good practice, that

- provides children, young people and vulnerable adults with appropriate safety and protection whilst in our care
- allows all team members to make informed and confident responses to specific protection issues.

Abuse, particularly sexual abuse, can arouse strong emotions in those facing such a situation. It is important to understand these feelings and not allow them to interfere with your judgement about the appropriate action to take.

Abuse can occur within many situations. Some individuals will actively seek employment or voluntary work with young people and vulnerable adults in order to harm them. A coach, workshop leader, instructor, teacher, staff member or volunteer may have regular contact with young people and be an important link in identifying cases

where additional protection is required. All suspicious cases of poor practice should be reported as per the Reporting and reaction protocol outlined in this **Safeguarding Policy and Procedure**.

When an individual enters a Festival event or activity -having been subjected to abuse outside this environment- creative activity and sports can play a crucial role in improving their self-esteem. In such instances the company will work with the appropriate agencies (applying legal regulations around [Disclosing and Barring Services](#)) to ensure the individual receives the required support.

1. What is a Safeguarding Policy?

1.1 The policy provides a framework of principles, standards and guidelines on which to base individual and organisational practice in relation to areas such as

- creating a 'child safe' and 'child friendly' organisation
- safeguarding and promoting the welfare of children, young people and vulnerable adults
- guidelines for appropriate and inappropriate behaviour/attitudes
- recruitment, induction, supervision and training
- recognising, reporting and reacting to allegations of abuse
- communications regarding children.

1.2 The Government position is that everyone working in an environment where there may be children, young people or vulnerable adults present should safeguard and promote the wellbeing of children, young people or vulnerable adults. This policy covers all aspects of child, young person and vulnerable adult protection and is informed by, and should be read in conjunction with such national and local guidance as:

- ['What to do if you're worried a child is being abused'](#) (HM Government 2015)
- [Liverpool Safeguarding Children Board Procedures Manual](#)
- ['Working Together to Safeguard Children'](#) (HMSO 2015)

all accessed 19 May 2021.

1.3 The policy is also applicable to adults participating or engaging with the Festival who may be in receipt of health, personal or social care service from a professional (see Appendix 6).

2. Why do we need a Safeguarding Children Policy?

2.1 As an organisation working with children and young people, it is our duty to ensure that our work includes specifically protecting children, young people and vulnerable adults from accidental or deliberate harm. This policy will help us to fulfil this duty.

2.2 Children, young people and vulnerable adults are vulnerable to abuse, exploitation, and ill-treatment at the hands of carers, other project workers and those with access to their personal information. The Festival's work with events means we can and do work with children, young people and vulnerable adults, including those who are disabled. Many children, particularly those from disadvantaged backgrounds, have already experienced broken adult-child relationships in the form of physical, psychological or sexual abuse.

2.3 Without proper policies, guidelines and procedures in place, allegations of abuse -whether founded or unfounded- can destroy an organisation's reputation. This will have serious implications on multiple aspects of the Festival's work, including its artistic and organisational reputational and its ability to fundraise, which may undermine the organisation's entire portfolio of work, even beyond the scope of the particular project concerned.

2.4 The Festival is obliged to have such a policy as a condition of its service level agreements with funding organisations and it is obliged to take into account the 'Statutory Guidance on making arrangements to safeguard and promote the Welfare of Children under section 11 of the [Children Act 2004](#) (*Every Child Matters: Change for Children*).

2.5 [Working Together to Safeguard Children](#) (2018) requires that all organisations that provide services for, or work with, children should have in place arrangements that reflect the importance of safeguarding and promoting the welfare of children, including

- a clear line of accountability for the commissioning and/or provision of services designed to safeguard and promote the welfare of children
- a senior board level lead, to take leadership responsibility for the organisation's safeguarding arrangements
- a culture of listening to children and taking account of their wishes and feelings, both in individual decisions and the development of services
- clear whistleblowing procedures (see [Whistleblower Policy](#)), which reflect the principles in Sir Robert Francis's [Freedom to Speak Up](#) review and are suitably referenced in staff training and codes of conduct and a culture that enables issues about safeguarding and promoting the welfare of children, young people and vulnerable adults to be addressed
- arrangements which set out clearly the processes for sharing information, with other professionals and with the [Liverpool Safeguarding Children's Partnership](#)
- a designated professional lead for safeguarding. Their role is to support other professionals in their organisations to recognise the needs of children, young people and vulnerable adults, including rescue from possible abuse or neglect. Designated professional roles should always be explicitly defined in job descriptions. Professionals should be given sufficient time, funding, supervision and support to fulfil their child welfare and safeguarding responsibilities effectively. In the case of the Festival, the Board will nominate a Designated Trustee for Safeguarding, ordinarily the Chair, who will:
 - be suitably experienced and trained in safeguarding
 - meet with the Artistic Director and CEO on a regular basis to maintain an overview of all safeguarding measures across *Liverpool Irish Festival*
 - be informed of and contribute to decisions on high-risk situations and maintain oversight of any follow up to help ensure that all risks are appropriately managed
 - in conjunction with the Artistic Director & CEO, ensure that trustees are fully informed of safeguarding issues across the organisation and contribute to maintaining safe practice across all our operations
- safe recruitment practices for individuals whom the organisation will permit to work regularly with children, including policies on when to obtain a criminal record check
- appropriate supervision and support for staff, including undertaking safeguarding training
- employers are responsible for ensuring that their work force (paid or unpaid) are competent to carry out their responsibilities for safeguarding and promoting the welfare of children and creating an environment where staff feel able to raise concerns and feel supported in their safeguarding role
- team members, particularly front-line event delivery agents, should be given a mandatory induction, which includes familiarisation with child protection responsibilities and procedures to be followed if anyone has any concerns about a child, young person or vulnerable adult's safety or welfare; and
- all professionals should have regular reviews of their practice to ensure they improve over time.

3. *Liverpool Irish Festival* core safeguarding principles and values

3.1 *Liverpool Irish Festival* adheres to the policies of [the Liverpool Safeguarding Children Board Procedures Manual](#) and its principles of good practice, to ensure that children and young people grow up safely and develop to their maximum potential. The following principles underpin all of the activities, and policy development within the *Liverpool Irish Festival*.

3.2 We regard that all children, young people and vulnerable adults we work with

- have the same rights as any other child or young person
- have the right to express themselves and have their views listened to
- shall be treated as individuals
- are entitled to dignity and respect
- have the right to be protected from harm
- are afforded the opportunity to develop their full potential
- have the right to participate in decisions affecting their lives.

3.3 The Festival's safeguarding policy is firmly based on the principles of the [United Nations Convention on the Rights of the Child](#) (UNCRC). The UNCRC provides a comprehensive framework for the protection, provision and participation of all children without discrimination to ensure their survival and development to the maximum extent possible.

3.4 *Liverpool Irish Festival* believes that in working for children, young people and vulnerable adults, we have an absolute duty to protect this vulnerable group from abuse, mistreatment and exploitation. Without adequate standards and mechanisms of protection in place, an organisation would not only fail in its primary duty of care, but could also -negligently- foster an environment of abuse. Furthermore, without proper policies and explicit procedures in place, organisations are extremely vulnerable to false allegations of child abuse.

3.5 Therefore, we believe in:

- creating an environment where safeguarding children, young people's and vulnerable adult's issues are discussed openly and are understood between children and adults
- promoting open lines of communication, internally and between organisations, to improve awareness and implementation of safeguarding policies and practices
- creating a framework to deal openly, consistently and fairly with allegations of abuse.

3.6 The Festival believes that helping children, young people and vulnerable adults to find a voice is an essential step to helping them to claim their individual rights. Children, young people and vulnerable adults will only benefit from this policy if they are aware of their rights and are given an appropriate environment in which to exercise them. Wherever it is appropriate, the *Liverpool Irish Festival* will seek to ensure that all children and young people are aware of their rights and how to exercise them.

3.7 Our organisation recognises that resistance to addressing protection issues may arise from a lack of understanding of the nature of child, young person and vulnerable adult abuse, a lack of commitment to the organisation and its programmes, or a sense that child abuse happens elsewhere. The Festival seeks to challenge complacency in these areas.

3.8 Good Practice Guidelines

All personnel are encouraged to demonstrate exemplary behaviour to protect themselves from false allegations. The following are common sense examples of how to create a positive culture and climate. Good practice means:

- always working in an open environment, avoiding private or unobserved situations and encouraging open communication
- treating all children, young people and vulnerable adults with respect and dignity
- always putting the welfare of each person first
- maintaining a safe and appropriate distance
- building balanced relationships based on mutual trust
- empowering everyone to share in the decision-making
- making activities fun and enjoyable
- ensuring that if any form of manual or physical support is required, it should be provided openly and according to common sense, civil practices as well as within guidelines for lifting and carrying
- keeping up to date with technical skills, qualifications and insurances
- involving parents and guardians, wherever possible
- being an excellent role model
- giving enthusiastic and constructive feedback, rather than negative criticism
- recognising the developmental needs and capacity of young people and vulnerable adults
- securing written consent to act [in loco parentis](#) (in place of a parent)
- keeping written records of any accident that occurs along with details of any treatment.

3.9 Practices to be avoided

- Spending excessive amounts of time alone with children or vulnerable adults, away from others or causing them to do so with another lone individual
- Taking or dropping off a child or vulnerable adult to an event without further supervision
- Engaging in rough physical games or horseplay
- Share a room
- Allow or engage in any form of inappropriate touching
- Reduce people to tears as a form of control
- Allow reported allegations to go unchallenged
- Do things of a personal nature for people that they can do for themselves
- Limiting the independence of another.

3.10 Use of photographic equipment

There is evidence that some people have used events and workshops as an opportunity to take inappropriate photographs or film footage of young and/or disabled people in vulnerable positions. All should be vigilant and any concerns should be reported to the Child and Vulnerable Adult Protection Officer (CVAPO), this will usually be the Festival's Artistic Director and CEO, but if in doubt please contact the Chair of the Board.

Video as a learning and documentation aid: there is no intention to prevent the use of film footage as a legitimate aid. However, performers and their parents and carers should be made aware that this is part of the programme and such footage must be stored safely. It is deemed as data and release forms must be signed for images or footage of children. See **Photo Release Form** in [Appendix II](#).

4. Definitions

Bullying - According to *HM Government*, there is no legal definition of bullying. However, it's usually defined as behaviour that is:

- repeated
- intended to hurt someone either physically or emotionally
- often aimed at certain groups, for example because of race, religion, gender or sexual orientation.

Bullying takes many forms and can include:

- physical assault
- teasing
- making threats
- name calling
- cyberbullying - bullying via mobile phone or online (for example email, social networks and instant messenger).

Excerpt: <https://www.gov.uk/bullying-at-school/bullying-a-definition>; accessed 19 May 2021.

Bullying is intended to affect the behaviour and well-being of the victim. If bullying is suspected the same procedure should be followed as set out in 'Responding to suspicions or allegations' section above.

Actions to help the victim and prevent bullying include

- take all signs of bullying seriously
- encourage everyone to speak and share their concerns
- help the victim to speak out and tell the person in charge or someone in authority
- investigate all allegations and take action to ensure the victim is safe
- speak with victims and bullies separately
- reassure the victim that you can be trusted and will help them, although you cannot promise you will not tell anyone else
- keep records of what is said
- report any concerns to a Festival team member where the bullying is taking place.

Actions towards the bully/bullies include

- talk with the bully, explain the situation and try to get the bully to understand the consequences of their behaviour. Seek an apology to/for the victim(s)
- if appropriate -and in the context of working with young people- inform the bully's parents of the events and process followed
- insist on the return of 'borrowed' items and/or that the bully compensate the victim
- impose sanctions as necessary
- encourage and support the bully to change behaviour
- where appropriate, hold meetings with the families and carers to report on progress
- inform all members of the action taken
- keep a written record of action taken.

Child - For the purposes of this policy, a "child" is defined as anyone under the age of 18, in line with the *UN Convention on the Rights of the Child* (1989).

Child abuse - According to the *World Health Organisation*, "Child abuse" or "maltreatment" constitutes 'all forms of physical and/or emotional ill-treatment, sexual abuse, neglect or negligent treatment or commercial or other exploitation, resulting in actual or potential harm to the child's health, survival, development or dignity in the context of a relationship of responsibility, trust or power' (*'What to do if you're worried a child is being abused'* (HM Government 2015)).

'Child abuse and neglect' is a generic term encompassing all maltreatment of children. Children may be abused or neglected through the infliction of harm or through the failure of the adults around them to act to prevent harm. The term 'child abuse and neglect' therefore includes the impact on children from serious physical and sexual assaults through to situations where the standard of care for the child from their parent or carer does not adequately support the child's health or development.

Abuse and neglect can occur in a family, institutional or community setting. The perpetrator of abuse may or may not be known to the child.

The Department of Health has defined four broad categories of abuse which are used by professionals working in child protection. These are: neglect, physical abuse, sexual abuse and emotional abuse. These categories overlap and an abused child, young person or vulnerable adult usually suffers more than one type of abuse.

Discrimination, harassment, and bullying are also abusive and can harm a child, both physically and emotionally.

Child protection - Child protection is a broad term to describe philosophies, policies, standards, guidelines and procedures designed to protect children from both intentional and unintentional harm. In the current context, it applies particularly to the duty of organisations -and individuals associated with those organisations- towards children in their care. These duties now extend beyond protection to fit within the contemporary responsibilities for safeguarding and promoting. The Victoria Climbié enquiry highlighted the lack of priority status given to safeguarding and the subsequent *Every Child Matters: Change for Children* agenda includes the duty for all agencies to make arrangements to safeguard and promote the welfare of children. By child protection, we additionally mean the inclusion of young people and vulnerable adults.

Confidentiality – the protection and use of information, especially where privacy is needed to ensure due process and safety from harm. Every effort will be made to ensure that confidentiality is maintained for all concerned. Information should be handled and disseminated on a need-to-know basis only. This includes

- the Festival team members involved in raising the concern, most likely the Artistic Director and CEO or Chair
- the parents or carer of the person alleged to have been abused
- the person making the allegation
- Social Services/Police.

Information will be stored in a safe and secure place with limited access to designated people, in line with general data protection regulation law (e.g., that information is accurate, regularly updated, relevant and secure).

Direct contact with children - Being in the physical presence of a child or children in the context of the organisation's work, whether contact is occasional or regular, short or long term. This could involve delivering talks or workshops to schools, churches and youth groups.

Designated Safeguarding Children Person - Ordinarily this will be the Artistic Director and CEO who will have the following responsibilities in relation to safeguarding children:

- monitor and report on whether all team members have received the minimum safeguarding (initial and refresher) training
- ensure that all team members have read and know where to find this policy, as well as the HM Government guidance: [What to do if you're worried a child is being abused](#)
- provide advice and support to staff when they have a concern about safeguarding a child, young person or vulnerable adult
- record all concerns raised; and
- be the contact person for the Children's Integrated Services and the police in relation to all incidents or concerns related to the safeguarding of children, young people or vulnerable adults worked with -or linked to- the organisation.

Fabricated or Induced Illness - Fabricated or induced illness (formerly referred to as Munchausen's Syndrome by Proxy) is a condition in which harm to children results from factitious illness by a parent or carer, which includes invented illness or induced or directly fabricated illness.

Indirect contact with children - Having access to information on children in the context of the organisation's work, such as children's names, locations (addresses of individuals or projects), photographs and case studies.

Physical Abuse - Physical abuse may take many forms, such as, hitting (including, with an object) or punching, shaking, throwing, poisoning, burning or scalding, drowning or suffocating a child or young person. It may also be caused when a parent or carer fabricates the symptoms of, or deliberately causes ill health to, a child or young person.

Emotional Abuse - Emotional abuse is the maltreatment of a child which has a severe and negative effect on the child's emotional development. It may involve conveying to a child or young person that they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person. It may involve:

- imposing expectations on a child, young person or vulnerable adult, which are not appropriate for their age and/or development
- causing children, young people or vulnerable adults to frequently feel frightened or in danger e.g., witnessing domestic or other violence; and/or
- exploitation or corruption of children, young people or vulnerable adults.

Neglect - Neglect involves the persistent failure to meet a child or young person's basic physical and/or psychological needs, likely to result in the serious impairment of the child or young person's health and development.

This may involve failure to provide a child, young person or vulnerable adult with adequate food, shelter or clothing; failure to protect them from physical harm or danger or failure to ensure access to appropriate medical care or treatment. It may also include neglect of a child, young person or vulnerable adult's basic emotional need. This includes children, young people or vulnerable adults being present -with or without parents or guardians- at venues unsuitable for their age.

Sexual Abuse - Sexual abuse involves forcing or enticing a child or young person to take part in sexual activities, whether or not the child is aware of what is happening. Sexual abuse includes penetrative or non-penetrative acts. Sexual abuse includes sexual exploitation of children through prostitution.

Sexual abuse also includes non-contact activities, such as involving children in looking at -or the production of- pornographic materials; watching sexual activities or encouraging children to behave in sexually inappropriate ways.

Young person – for the benefit of this policy, a young person can include 'child'/'children', but refers primarily to people aged over-18 to 25 years old. Ordinarily, to be classified as vulnerable within this age group, other issues may also present, including complex isolation or deprivation issues.

Vulnerable adult – for the benefit of this policy, a vulnerable adult is anyone over the age of 18 years old, with additional needs. These may include mental or physical access needs (visible and non-visible); isolation or emotion issues; recovery support needs or anything else that leaves a person susceptible or more vulnerable than most to oppressive or dominant behaviours. This might include an elderly person being oversold on digital solutions for their health or a 21-year-old epileptic being pushed in to drinking. It is a deliberately loose definition to assist with providing reasonable support once you have identified someone to have been manipulated beyond their independent needs or wishes.

5. *Liverpool Irish Festival* safeguarding policy assurances

5.1 The implementation of this policy and the guidelines should be based -at all times- on a spirit of positive commitment to the best interests of the child.

5.2 This policy and our procedures will be reviewed and updated one year after publication and then once every two years or whenever there is a major change in the organisation or in relevant legislation.

5.3 This policy is accompanied by supporting documents and additional reading material to help in the understanding and implementation of the standards contained in this policy.

6. Personnel Recruitment Procedure

6.1 The Festival states, it is not our intention to create work or situations where any team members will -as part of their role- work directly with unsupervised or unchaperoned children or vulnerable people. The monitoring of team members at their recruitment, according to the role they are due to fulfil, will be appropriate to that role and no more or less, in accordance with GDPR practices. The Festival recognises that anyone has the potential to be abusive. All reasonable steps must be taken to ensure unsuitable people are prevented from working with children and vulnerable adults.

6.2 There will be a thorough and standardised process within the *Liverpool Irish Festival* that applies to the recruitment of all trustees, employees, contractors and volunteers -whether they are paid or unpaid- full time or part time, temporary or long-term, and whether they have direct or indirect contact with children, young people and/or vulnerable adults. All team members (trustees, staff, contractors and volunteers) will be required to undergo an interview, carried out to acceptable protocol and recommendations. All team members will receive a formal induction, during which:

- a check is made that the application form has been completed in full (including sections on criminal records and self-disclosures)
- their qualifications should be substantiated
- the job requirements and responsibilities should be clarified
- they agree to the Festival's codes of practice
- protection procedures are explained and training needs identified.

6.3 The process shall include:

- ensuring that the job description makes reference to the responsibility of the agency or organisation for safeguarding and promoting the welfare of children
- ensuring that the person specification includes reference to suitability to work with children, young people and vulnerable adults; if this is required
- obtaining and scrutinising comprehensive information from applicants, taking up and satisfactorily resolving any discrepancies or anomalies in the information
- obtaining independent professional and character references that answer specific questions to help assess an applicant's suitability to work with children, young people and vulnerable adults (if required) and following up any concerns

- a face-to-face interview that explores the candidate's suitability to work with children, young people and vulnerable adults (if this is required) as well as their suitability for the post
- verifying the successful applicant's identity (as deemed necessary for the post level)
- verifying that the successful applicant has any academic or vocational qualifications claimed (in line with the post requirements and level)
- check their employment history and other experience since leaving secondary school and establish the reason for any time gap, which is unaccounted for (commensurate with the position)
- verifying that they have the health and physical capacity for the job
- making mandatory a check of the *Disclosure and Barring Service (DBS) Children's Barred List* and, where appropriate, an *Enhanced Disclosure* as it is important not to rely solely on criminal record and the *Disclosure and Barring Service Barred List* checks to screen out unsuitable applicants. Those checks are an essential safeguard, but they will only identify individuals who have been convicted, or have come to the attention of the police, or who have been listed. Many individuals who are unsuited to working with children will not have any previous convictions, and will not appear on the Barred List.

6.4 These will be kept wholly confidential in all but the following circumstances:

- the DBS disclosure relates to the designated officer for Child Protection. In which case the disclosure shall be forwarded for the attention of a further designated manager of *Liverpool Irish Festival*
- The designated officer for Child Protection deems it necessary for further advice to be sought in order to make an appropriate decision. In this situation they will consult with another designated director and/or seek advice from an appropriate source of external expertise.
- all DBS disclosures will be kept securely for a maximum of six months and will then be destroyed.

6.5 In addition to pre-selection checks, the safeguarding process includes training after recruitment to help team members

- analyse their practice against established good practice to ensure it will protect them against false allegations
- recognise their responsibilities and report any concerns about suspected poor practice or possible abuse
- respond to concerns expressed by a child, young person or vulnerable adult
- work safely and effectively with children and vulnerable adults.

6.6 The Festival requires team members to

- attend a recognised good practice child and vulnerable adult protection awareness training workshop -if their role is likely to mean they will be handling work with unsupervised children, young people or vulnerable adults. This is to ensure their practice is exemplary and to facilitate the development of a positive culture towards good practice and protection
- receive advisory information outlining good practice and informing them about what to do if they have concerns about the behaviour of an adult
- undergo national first aid training, if they are the primary leader and carer in a venue without a designated First Aider
- attend update training when necessary.

7. Volunteers

7.1 Volunteers are defined in [Safeguarding Vulnerable Groups Act 2006](#) as amended by the [Protection of Freedoms Act 2012](#) as: "A person who is engaged in any activity which involves spending time, unpaid (except for travelling and other approved out-of-pocket expenses), doing something which aims to benefit someone (individuals or groups) other than or in addition to close relatives".

7.2 Volunteers may be seen as safe and trustworthy people. It is not Festival policy to have Volunteers working one on one with anyone, including children, young people or vulnerable adults. Indeed, lone working for volunteers is to be discouraged and any volunteer finding themselves alone with one other person, should seek to remedy this by leaving the area (as long as this will not cause harm) or locate another person. Whilst it is

necessary to ensure adequate checks are made, such checks may vary from those contracted to undertake work on behalf of the Festival. The following factors should be considered to determine the level of checks required:

- the duration, frequency and nature of the contact with children, young people or vulnerable adults
- the level of supervision provided/required
- what the organisation already knows about the volunteer, including formal and informal information
- whether anyone is aware of any behaviour at any time by the volunteer, that has given cause for concern
- whether the volunteer is in paid employment or other voluntary work from whom references can be sought
- any other available relevant information.

7.3 Using the above information, along with professional judgement, managers will need to decide whether a [DBS Disclosure](#) is required. However, it should be noted that under no circumstances should a volunteer who has not provided an Enhanced DBS Disclosure be left unsupervised with children. Other levels of check are still available, however all roles requiring a check of the Children's Barred List will need to be conducted at an enhanced level.

8. Education and Training

8.1 All Festival staff should have a basic awareness of Child Protection issues. This includes:

- being alert to the possibility of child abuse and neglect, i.e., the definition; prevalence; identifying features in a child, young person or vulnerable adult; legal parameters and social consequences
- having enough knowledge to recognise an abusive or potentially abusive event or set of circumstances
- knowing who in the organisation to raise concerns with
- being competent in taking the appropriate immediate or emergency action, and
- knowing how to make a referral to Social Services and/or the police.

8.2 There will be opportunities within the organisation to develop and maintain the necessary skills and understanding how to safeguard children. The opportunities shall include:

- an induction process for all team members, which includes: familiarisation with the [Child Protection Policy and Safeguarding Policy and Procedure](#); opportunities to learn about the nature of abuse, the effects of abuse and how to recognise and respond to concerns about child abuse
- team members who will have direct contact with children will be fully trained on the organisation's behaviour protocols and guidelines and must be clear on who to contact in the event of any concerns. It should be noted that this is not an intended area of work for the Festival
- team members who have access to personal information about children must be trained to fully understand what is meant by acceptable and unacceptable sharing of information regarding children.

9. Management Structure

9.1 There will be a specific management process adopted in order to implement the child protection policy and procedures. The structure shall include:

- a designated professional lead for safeguarding. Their role is to support other professionals in their organisations to recognise the needs of children, young people and vulnerable adults, including rescue from possible abuse or neglect. Designated professional roles should always be explicitly defined in job descriptions. Professionals should be given sufficient time, funding, supervision and support to fulfil their child welfare and safeguarding responsibilities effectively. In the case of the Festival, the Board will nominate a Designated Trustee for Safeguarding, ordinarily the Chair, who will:
 - be suitably experienced and trained in safeguarding
 - meet with the Artistic Director and CEO on a regular basis to maintain an overview of all safeguarding measures across *Liverpool Irish Festival*
 - be informed of and contribute to decisions on high-risk situations and maintain oversight of any follow up to help ensure that all risks are appropriately managed

- in conjunction with the Artistic Director & CEO, ensure that trustees are fully informed of safeguarding issues across the organisation and contribute to maintaining safe practice across all our operations
- a designated person, ordinarily the Artistic Director and CEO, who is responsible for the implementation of the **Safeguarding Policy and Procedure**. This role reflects the nature and structure of the organisation and the person will have sufficient seniority and support to carry out the role
- ongoing supervision, monitoring and support of individuals working directly with children, or with direct access to information on children, which is integrated into the regular schedule of the supervisor/line manager. To reiterate, this is not an anticipated area of work for the Festival, but in the event that a project developed to include working with children, young people of vulnerable adults, this point would stand
- regular, formal role and team member evaluations
- the disclosure of personal information about children, including legal cases, should be limited to those employees, contractors, managers, and volunteers who need to know
- the Festival's management must take responsibility to assure itself that the **Safeguarding Policy and Procedure** is being implemented
- the organisation will have open lines of communication wherein understanding abuse -and listening and responding to concerns- are the main priority. It will create a positive atmosphere of support and encouragement for those who feel it necessary to report concerns.

10. Behaviour Protocols

10.1 *Liverpool Irish Festival* has a [Code of Conduct](#) (see Appendix 1) designed to protect any child, young person or vulnerable adult from abuse. **The Code** will reflect the [Behaviour Guidelines](#) (Appendix 2), which focus on appropriate and expected standards of behaviour of adults towards children and also of children towards other children.

10.2 The [Code of Conduct](#) is available to all team members. The key principle is that team members should avoid actions or behaviour which may constitute poor practice or potentially abusive behaviour

10.3 The [Code of Conduct](#) should be interpreted in a spirit of transparency and common sense, with the best interests of the child as the primary consideration.

11. Communications about Children

11.1 Children, young people and vulnerable adults are human beings; each with their own history, problems, needs and hopes. They are not objects of concern, but individual children who are subjects of human rights.

11.2 These communication guidelines are designed to control confidential information regarding children, young people and vulnerable adults and to prevent the presentation of degrading images of children through the organisation's publications and website.

11.3 Every child has a right to be accurately represented through both words and images. The Festival's portrayal of each child must not be manipulated or sensationalized in any way. Children must be presented as human beings with their own identity and dignity preserved.

Liverpool Irish Festival team members will not

- use language and images that could possibly degrade, victimise or shame children, young people or vulnerable adults
- make generalisations that do not accurately reflect the nature of the situation
- discriminate
- take or use pictures out of context (e.g., pictures should be accompanied by an explanatory caption where possible).
- broadcast images in which children are not appropriately clothed and of where their pose could be interpreted as sexually provocative

- broadcast personal and physical information that could be used to identify the location of a child without consent. This is important as it could cause them to be put at risk should not be used on the organisation's website or in any other form of communication for general or public purposes.

Liverpool Irish Festival will:

- always ask permission from the child/children, young person/people or vulnerable adult/s themselves before taking photographs except under exceptional circumstances, based on their best interests, where this might not be possible or desirable
- make all efforts to acquire informed consent from either the child/children, young person/people or vulnerable adult/s guardian/parent before any image or reference to a child is used in public communications (e.g., fundraising, publicity, reports)
- ensure that individuals or organisations wanting to use *Liverpool Irish Festival's* resources such as photographs can only access work which the Festival has received consent to use. Failure to do so may result in the immediate termination of permission to use the materials and possible legal action
- ensure that records and documents that contain personal information about individual children should only be available to people with a specific 'need to know' and should not be openly available to anyone else.
- Ensure that records about individual children are stored within a secure system.

12. Reporting and Reaction Protocol

12.0 It is not the responsibility of anyone working in the Festival's name -in a paid or unpaid capacity- to decide whether or not abuse has taken place. However, there is a responsibility to act on any concerns through contact with the appropriate authorities. *Liverpool Irish Festival* will assure all team members, service event and activity users and audiences that it will fully support and protect anyone who -in good faith- reports their concerns.

Where there is a complaint against a member of staff there may be either a

- criminal investigation
- protection investigation
- disciplinary or misconduct investigation.

12.1 Incidents that must be reported

- If you purposefully or accidentally hurt a participant in the activity taking place
- If someone seems distressed in any manner
- If someone misunderstands or misinterprets something you have done
- Witnessing any of the above from another team member or member of the public.

12.2 The guiding principle is that the best interest of the child, young person or vulnerable adult -and the desire to secure the best outcomes for the child, young person or vulnerable adult- should always lead decisions regarding what action should be taken in response to concerns.

12.3 There is a standardised system for reporting [incidents, concerns and referrals](#) (Appendix 4). Records should be signed and dated and must be kept securely in a locked place to which access is restricted. Managers have a particular responsibility in maintaining the confidentiality of these records and must ensure that the records, or any information they contain, are made available only to relevant people. The transfer of information – verbally, through the mail, electronically, or other – should be done in a way that maintains confidentiality. To ensure that this information is as helpful as possible, a detailed record should always be made at the time of the disclosure/concern which should include the following:

- the name, age and date of birth of the abused person
- Their home address and telephone number
- whether or not the person making the report is expressing their own concerns or those of someone else
- the nature of the allegation. Include dates, times, any special factors and other relevant information
- make a clear distinction between fact, opinion and hearsay

- any information that you can gather about the alleged abuser.

12.4 All team members must act immediately and report any suspicions, allegations or incidents to the designated person in accordance with *Liverpool Irish Festival's* reporting procedure. The designated person is currently the *Liverpool Irish Festival's* Artistic Director and CEO. The designated person may, in turn, seek guidance on further action from local social services and the police.

12.5 Any suspicion, allegation or incident has to be recorded and reported to the designated person as soon as possible. If the manager views that harm (or risk of harm) is suspected, they must inform the local *Children's Integrated Services* office. In situations where a criminal offence is suspected or has been committed, the police should be notified immediately.

12.6 In the absence of the Artistic Director and CEO, the Festival's Chair is to be informed and consulted.

12.7 In the absence of either of these *Liverpool Irish Festival* representatives, concerns must be reported to the *Children's Integrated Services* office. Relevant contact details for child protection services, the local children's services department and police include:

Liverpool's *Children at Risk* careline: +44 (0) 151 233 3700

Merseyside Police on 0151 709 6010 or 999 in an emergency.

More information can be found here: <https://liverpool.gov.uk/children-and-families/childrens-social-care/keeping-children-safe/children-at-risk/>

12.8 At all times, the Festival must take appropriate steps within its power to protect the child/children, young person/people or vulnerable adult/s in question from further harm.

12.9 The *Liverpool Irish Festival* will ensure that there are arrangements for providing supervision and support to team members during and following an incident or allegation.

12.10 The Festival's Artistic Director and CEO or Chair will make an immediate decision about whether any individual accused of abuse should be temporarily suspended pending further police and social services enquiries. Irrespective of the findings of the social services or police enquiries the Festival's Artistic Director and CEO and/or Board will assess all cases to decide whether a team member can be reinstated and how this can be sensitively handled. This may be a difficult decision, particularly where there is insufficient evidence to uphold any action by the police. In such cases the Festival's Artistic Director and CEO and/or Board must reach a decision based upon available information, which could suggest that on a balance of probability, it is more likely than not that the allegation is true. The use or dismissal of best practice guidelines, in the event, may be used as evidence that a person can or cannot be reinstated, along with the conduct of the person in the event of the allegation.

13. General Guidelines for reporting concerns

13.1 If you know any information about the maltreatment of a child, it is your responsibility to tell someone. If your concerns arise from immediate significant harm to a child, young person or vulnerable adult act without delay. Inaction may place the child in further danger.

13.2 In certain situations the Festival will have to report concerns to the appropriate external organisation. This will usually happen as a result of the reporting procedure. However, if urgent action is required in order to protect a child, young person or vulnerable adult -such as removing them from physical attacks- it may be prior to the reporting procedure.

13.3 The responsibility for investigating allegations of child abuse rests with the police, the *Children's Integrated Services Department* or the *NSPCC*. The Festival's designated child protection person will usually seek the advice of the social services or police in deciding whether a formal referral to social services is necessary. If it is decided that external reporting should not take place, then there must be a clear rationale for that decision which should be recorded. The decision not to report in such circumstances should be unanimously approved by the Artistic Director, Chair and trustees.

14. Allegations from a child

When a child, young person or vulnerable adult informs you that they are uncomfortable or concerned with a specific person's (adult or child) behaviour towards them – or another child, young person or vulnerable adult – the following steps must be taken:

- reassure them that they were right to report the behaviour
- listen carefully and calmly to them and ask questions to clarify the allegation so that you will be able to later report the incident correctly
- during the conversation, try not to repeat the same questions to the child, young person or vulnerable adult as this gives the impression that they did not give correct information the first time and they are not fully believed
- do not promise secrecy to them. Inform the child, young person or vulnerable adult that you must report the incident (or inappropriate behaviour) as it is in their best interest
- take proper steps to ensure the physical safety and psychological wellbeing of the child, young person or vulnerable adult. This may include referring them for medical treatment or further supportive care
- make certain you distinguish between what the child, young person or vulnerable adult has actually said and the inferences you may have made. Accuracy is paramount in this stage of the procedure
- do not permit personal doubt to prevent you from reporting the allegation to the appropriate supervisor
- let the child know what you are going to do next and that you will let them know what happens
- document the details of the allegation as soon as possible.

15. Misconduct

15.1 If an allegation of a violation of the policies, guidelines, principles or practice of child, young person or vulnerable adult protection/safeguarding is made against a team member, they should be suspended from all activity and association with the Festival pending the outcome of an independent investigation. Paid staff/contractors will continue to receive full pay during this time.

15.2 Depending on the outcome of the independent investigation: If it comes to light that anyone associated with the Festival has committed acts in relation to a child, younger person or vulnerable adult (or multiples thereof) – whether within or outside the context of the Festival's work – which are criminal, grossly infringe individual rights or contravene the principles and standards contained in this document, the organisation will take immediate disciplinary action and any other action which may be appropriate to the circumstances. Such action may involve:

- Employees and contractors – disciplinary action, dismissal and termination of contracts
- Volunteers, students and trustees – terminating the relationship with the organisation
- Partners – withdrawal of programme, funding and/or support.

15.3 Depending on the nature, circumstances and location of the case, the *Liverpool Irish Festival* will also involve authorities, such as the police, to ensure the protection of individuals and support criminal prosecution where this is appropriate.

16. Complaints from children, young people and/or vulnerable adults

16.1 The Festival recognises that making a complaint is not easy for many people, for all sorts of reasons. We are working to create a culture where comments of all kinds, positive and negative, are welcomed and valued.

16.2 Complaints from service users are handled as outlined in the Festival's [Complaints Policy](#), which is based on these important principles:

- accessibility: resolving any problems as close as possible to the point of service delivery
- the procedure being simple to understand and use
- addressing all the points at issue and making an effective response. This will be:
 - a speedy response with established time limits for action and keeping people informed about the progress of the complaint

- a personal, rather than a bureaucratic response; for example, listening to and understanding the complaint, rather than asking the person to put it in writing
- a full and fair investigation involving confidentiality recording, and learning from, the complaint so that services can be improved.

17. Allegations of previous abuse

Allegations of abuse may be made some time after the event. Where such an allegation is made the procedures above should be followed. Report the matter to social services or the police. This is because others may be at risk from this person. Anyone who has a previous criminal conviction for offences related to abuse is automatically excluded from working with the Festival.

18. Implementation and Monitoring

18.1 The Festival Board will oversee the implementation of these procedures, monitor their application in practice and support their implementation. It will be the responsibility of the Chair to ensure the annual evaluation and review of both this policy and its implementation, in line with recommendations from the Artistic Director and CEO. If requested, the Artistic Director and CEO should be able to draw up a review in, consultation with trustees, and should

- identify any areas of concern
- include any relevant evidence
- identify areas for amendment and improvement
- confirm that implementation of the policy has been discussed with partners.

18.2 Any team member concerns of such abuses within partner organisations will be raised at regular Board meetings under 'Any other business' or with the Artistic Director and CEO or Chair at any other time to take forward to such meetings. They will be considered in line with duty of care, due diligence and reputational harm frameworks.

18.3 It will be the responsibility of the Chair to ensure that items related to the policy are included in agendas, and that adequate time is allowed for discussion.

18.4 The Board will ensure that the procedures continue to reflect the current recommendations of external agencies that specialise in Safeguarding and child, young person and vulnerable adult protection. It will ensure that the procedures are disseminated and applied by all its team members.

18.5 This policy will be reviewed in line with the review of the **Policy Pack**.

19. Support to deal with the aftermath of abuse

19.1 Consideration should be given to the kind of support that children, vulnerable adults, parents and team members may need. Use of helplines, support groups and open meetings will maintain an open culture and help the healing process. The [British Association for Counselling Directory](#) is available.

19.2 Consideration should be given to what kind of support may be appropriate for the alleged perpetrator.

20. Conclusion

20.1 *Liverpool Irish Festival* is committed to taking whatever action is practical and appropriate in the management and delivery of events to ensure effective and consistent implementation of this policy.

- A copy of the policy is available to all Board trustees
- A copy of the policy is available to members of the public and the media
- The contact person to speak to about this policy, in the first instance, is the Artistic Director and CEO or the Chair of the Board
- This policy will be reviewed and approved at every AGM, following its initial adoption.

SAFEGUARDING POLICY AND PROCEDURE: ANNEX I

Annex i: Code of Conduct

1.1 All *Liverpool Irish Festival* team members must abide by this **Code of Conduct**. The Festival believes that its team members (paid, contracted or unpaid and volunteers), or all those over whom it has any authority and influence, must demonstrate behaviour that is not simply consistent with protocols and legislation, but also with an appropriate set of personal and professional standards. Staff and volunteers must never:

- hit or physically assault or abuse children, young people or vulnerable adults; or anyone else for that matter
- develop physical/sexual relationships with children, young people or vulnerable adults
- develop relationships with children, young people or vulnerable adults, which could in any way be deemed exploitative or abusive
- act in ways that may be abusive or may place a child, young person or vulnerable adult at risk of abuse or harm
- use language, make suggestions or offer advice which is inappropriate, offensive or abusive
- behave physically in a manner which is inappropriate or sexually provocative
- have a child/children, young person/people or vulnerable adult/s -with whom they are working- to stay overnight at their home unsupervised
- sleep in the same room or bed as a child, young person or vulnerable adult, with whom they are working
- do things for children, young people or vulnerable adults -of a personal nature- that they can do for themselves
- condone, or participate in, behaviour of children, young people or vulnerable adults which is illegal, unsafe or abusive; nor should this be permitted with adults
- act in ways intended to shame, humiliate, belittle or degrade children, young people or vulnerable adults or otherwise perpetrate any form of emotional abuse
- discriminate against, show differential treatment, or favour particular children, young people or vulnerable adults to the exclusion of others.

1.2 This is not an exhaustive or exclusive list. The principle is that staff should avoid actions or behaviour which may constitute poor practice or potentially abusive behaviour.

1.3 It is important for all staff and others in contact with children to:

- be aware of situations which may present risks and manage these
- plan and organise the work and the workplace so as to minimise risks
- as far as possible, be visible in working with children, young people and vulnerable adults
- ensure that a culture of openness exists to enable any issues or concerns to be raised and discussed
- ensure that a sense of accountability exists between team members so that poor practice or potentially abusive behaviour does not go unchallenged
- talk to children, young people and vulnerable adults about their contact with team members or others and encourage them to raise any concerns
- empower children, young people and vulnerable adults. Discuss with them their rights, what is acceptable and unacceptable, and what they can do if there is a problem.

1.4 In general it is inappropriate to:

- spend excessive time alone with children, young people and/or vulnerable adults away from others
- take children, young people and/or vulnerable adults to your home, especially where they will be alone with you.

Annex ii: Behaviour Guidelines

2.1 **Reducing risk situations:** Try to:

- avoid placing yourself in a compromising or vulnerable position
- immediately record the details of any situation which occurs that may be misinterpreted

- meet and work with children, young people or vulnerable adults in areas where there are other people
- try not to be alone with a single child, young person or vulnerable adult, including in the following situations: in a car; overnight; or the home of a child, young person or vulnerable adult
- do not show favouritism or spend excessive amounts of time with one child, young person or vulnerable adult.

2.2 **Sexual behaviour:** Do not

- engage in or allow sexually provocative games with children, young people or vulnerable adults to take place
- kiss, hug, rub, or touch a child, young person or vulnerable adult in an inappropriate or culturally insensitive way
- sleep in the same bed as a child, young person or vulnerable adult
- do things of a personal nature that a child, young person or vulnerable adult could do for themselves, for example dressing and bathing
- encourage any suggestions of a sexual relationship with a child, young person or vulnerable adult.

2.3 **Physical behaviour:** Do:

- wait for appropriate physical contact, such as holding hands, to be initiated by the child, young person or vulnerable adult (for example in play).

Do not:

- initiate this yourself unless there is a safety reason (for example crossing a road).

2.4 **Psychosocial behaviour:** Do:

- Be aware of the power balance between an adult and child, young person or vulnerable adult, and avoid taking any advantage this may provide.

Do not:

- use language that will mentally or emotionally harm any child, young person or vulnerable adult
- suggest inappropriate behaviour or relations or any kind
- act in any way that intends to embarrass, shame, humiliate, or degrade a child, young person or vulnerable adult
- show discrimination of race, culture, age, gender, disability, religion, sexuality, or political persuasion.

2.5 **Peer abuse:** Do:

- be aware of the potential for peer abuse (abuse by other children, young people or vulnerable adults)
- develop special and transparent ways to protect younger and more vulnerable individuals
- avoid placing children, young people or vulnerable adults in high-risk situations (for example, unsupervised mixing of older and younger children).

Do not:

- allow children, young people or vulnerable adults to engage in sexually provocative games with each other.

2.6 **Physical environment:** Do:

- develop clear rules about physical safety issues relative to the environment of a project (for example - projects based near water, heavy road traffic, railway lines).

Annex iii: Recognising signs of abuse

3.1 Recognising indications of potential abuse is complex and there is no simple checklist to allow easy recognition. There are potential warning signs that can alert an observer, but they should be observed and assessed with care. It should not be automatically assumed that abuse is occurring, and talking to the child, young person or vulnerable adult may reveal something quite innocent. It is important, however, not to dismiss significant changes in behaviour, fears, worries, and physical indicators that a child, young person or vulnerable adult is exhibiting. Do not ignore these signs, but remember it is not the Festival team's role to investigate. Report any concerns to the designated child protection contact in the organisation.

3.2 Possible signs of physical abuse and/or neglect may include (but are not limited to):

- bruises, burns, sprains, dislocations, bites, cuts
- improbable excuses given to explain or refusal to discuss injuries
- poor personal hygiene
- constant tiredness
- inappropriate clothing, e.g., summer clothes in winter
- fear of returning home
- showing wariness or distrust of adults
- low self-esteem
- self-destructive tendencies
- poor social relationships
- being aggressive towards others
- begging or stealing food or money
- being very passive and compliant
- drug or alcohol abuse
- chronic running away.

3.3 Possible signs of emotional abuse and/or sexual abuse may include (but are not limited to):

- physical, mental and emotional development is delayed
- age-inappropriate sexualised behaviour
- high anxiety
- physical indicators (general and in genital and anal areas)
- showing delayed speech or sudden speech disorders
- behavioural indicators (general and sexual) which must be interpreted with regard to the individual's level of functioning and development stage
- fear of new situations
- low self-esteem
- inappropriate emotional responses to painful situations
- extremes of passivity or aggression
- drug or alcohol abuse
- chronic running away
- compulsive stealing.

3.4 Possible signs of concern regarding adult behaviour may include (but are not limited to):

- a person in whose presence a child or children, young person or people and/or vulnerable adult/s becomes unusually distressed or agitated can be a cause for concern
- a team member, volunteer, or parent asks a child, young person or vulnerable adult to lie about anything (especially if it is about meeting that child, young person or vulnerable adult)
- any person who persistently fails to follow the organisation's code of conduct/behavioural protocols (detailed in the Safeguarding Policy) is a cause for concern, particularly if reasons are evasive
- private (e.g., outside of work) meetings between a child, young person or vulnerable adult and a member of the Festival team are a cause for concern, especially as there is no intention for the Festival to be working in this field and certainly not one-to-one

- parent/guardian shows little concern for the child
- parent/guardian denies the existence of -or blames the child, young person or vulnerable adult- for problems happening at school or home
- parent/guardian sees the child, young person or vulnerable as entirely bad, worthless, blameworthy or burdensome.

Annex iv: Reporting a Child Protection Concern

4.1 Any suspicion, allegation or incident of abuse must be recorded in as much detail as possible and be reported to the Artistic Director and CEO or Chair as quickly as possible. Team members must log the concern and inform the local social services department by telephone, immediately, where the harm or risk of harm to the child is suspected. In the case where a criminal offence has been committed -or is suspected of having been committed- then the police should also be notified immediately. In emergencies call 999 otherwise *Merseyside Police* on +44 (0) 151 709 6010.

4.2 In cases which are not so urgent or severe, or where no criminal offence is suspected, then it may be helpful to gather some preliminary information from appropriate Festival records. A referral must still be made to the appropriate social services department by telephone within 24 hours.

4.3 If the person reporting the matter cannot contact the Artistic Director and CEO within two hours of the concern coming to their notice, then that person must inform the Festival Board Chair and seek advice regarding contacting social services. If the person reporting the matter cannot contact either representative then they must report the concern themselves on the following numbers.

Children at Risk careline (24 hours): +44 (0) 151 233 3700

4.4 Give as much information as possible. Make a full record of what has been said, heard and/or seen as soon as possible. Also make it clear to social services or the police that this may be a child protection referral.

4.5 Confidentiality should be maintained on strictly 'need to know' basis and relevant documents stored in secure location.

4.6 The team member must then ensure that they brief the Artistic Director and CEO or Chair as soon as possible thereafter.

Annex v: Reporting a child/young person as missing

5.1 If you suspect that a child, young person or vulnerable adult that we have been working with has gone missing it must be recorded in as much detail as possible and reported to the Artistic Director and CEO or Chair to seek advice regarding contacting social services. If you cannot contact either representative then you must report the concern directly to social services on the following numbers:

Duty Social Worker in *Children's Integrated Services/Child Protection* +44 (0) 151 233 3029
or the *Emergency Duty Team* (if out of normal working hours) +44 (0) 151 233 3800.

5.2 The police should then be contacted to report the young person missing. In emergencies phone 999, otherwise phone *Merseyside Police* on +44 (0) 151 709 6010.

5.3 The police will require the following information about the child, young person or vulnerable adult: name, address, date of birth, date last seen, description, possible reasons for going missing, any particular concerns or issues, and the demeanour of the individual/s. The police will then arrange a time to call out and speak to you and to gather further information relevant to their enquiry. If there are uncertainties about any of the above procedure please discuss with the Artistic Director and CEO, the Festival's Chair or *Children's Integrated Services* as soon as possible.

Annex vi: Safeguarding vulnerable adults

6.1 'Safeguarding Adults' encompasses all work which enables an adult "who is or may be eligible for community care services" to retain independence, wellbeing and choice and to access their human right to live a life that is free from abuse and neglect. The *Liverpool Irish Festival* acknowledges that adults have the right to live a life free from abuse and exploitation. It is committed to uphold that right; and will exercise 'zero-tolerance' of

abuse wherever it occurs. We create and maintain environments which aims to ensure, as far as possible, that adults who take part in activities or avail of the organisation's services are kept free from abuse and exploitation.

6.2 An adult in this context is any person aged 18 years or over who may be 'vulnerable' if they receive a health, personal or social care service from a professional. In these circumstances individuals may be unable to take care of themselves or may be unable to protect themselves from harm or exploitation. This may be because they have a mental health problem, a disability, a sensory impairment, is old and frail or has some form of illness.

6.3 The legal and policy basis for responding to concerns regarding the safeguarding and welfare of vulnerable adults is different from that of children and young people under 18. [Working Together to Safeguard Children 2018](#) only applies to children and young people until they reach the age of 18. Any incidents or concerns relating to a young person of 18 years and over, even if still at school, are not covered by *Local Safeguarding Children Boards* or their procedures. Government guidance in relation to adults was contained in the document *No Secrets* and the previous [Protection of Vulnerable Adults](#) (POVA) guidance.

6.4 Good practice guidance is also available through the *Association of Directors of Social Services* (ADSS) publication – [Safeguarding Adults: A national framework of standards for good practice and outcomes in adult protection work](#). However, it is important to be aware that – following amendments to the [Safeguarding Vulnerable Groups Act 2006](#), by the [Protection of Freedoms Act 2012](#), adults are no longer deemed vulnerable because of their personal attributes, characteristics or abilities.

6.5 The definition of abuse of adults is contained in [No Secrets](#) (para. 2.5). Abuse is a violation of an individual's human and civil rights by another person or persons. Abuse may consist of single or repeated acts. It may be physical, verbal or psychological, it may be an act of neglect or omission to act, or it may occur when a vulnerable person is persuaded to enter into a financial or sexual transaction to which he or she has not consented, or cannot consent. Abuse can occur in any relationship and may result in significant harm to, or exploitation of, the person subjected to it.

6.6 Within this context abuse can take the form of:

- physical abuse –including hitting, pushing, kicking, misuse of restraint or inappropriate sanctions
- sexual abuse –including sexual assault or acts to which the adult did not, or could not, consent
- psychological abuse –including emotional abuse, threats, deprivation of contact, humiliation, intimidation, coercion, verbal abuse, isolation or withdrawal from services
- financial or material abuse –including exploitation and pressure in connection to wills, property, inheritance or financial transactions
- neglect or acts of omission –including ignoring medical or physical care needs, withholding of medication or adequate nutrition and failure to provide access to appropriate health, social care or educational services' and
- discriminatory abuse –including racist, sexist and other forms of harassment.

6.7 The Festival does not hold responsibility for investigating issues of concern in relation to vulnerable adults. Local authorities and the police hold the lead responsibility for responding to allegations of abuse in relation to adults, and in coordinating the local interagency framework for safeguarding adults. We will bring to the attention of the local authority, social services and the police any concerns in relation to safeguarding or allegations of abuse identified through any part of our work. The *Merseyside Safeguarding Adults Board* publishes its *Inter-agency Safeguarding Adults Procedures*.

6.8 Reporting a concern or an incident follows a similar procedure to that set out in *Appendix 4* of the Festival's *Safeguarding Policy and Procedure*. Any suspicion, allegation or incident of abuse should be reported to the *Liverpool City Council Quality Assurance and Adult Safeguarding Unit* on
+44 (0) 151 233 4235, +44 (0) 151 233 8121, +44 (0) 151 233 2855 or
+44 (0) 151 233 2717

6.8 Much of this policy specifically addresses the safeguarding of children and young people, but is equally relevant to vulnerable adults and should be read as such. In particular, the paragraphs in relation to the Personnel Recruitment Procedures and to Volunteers apply equally to safeguarding vulnerable adults.

COMPLAINTS POLICY - EXTERNAL

Liverpool Irish Festival aims to deliver a top-quality programme of activities, and to treat its service users, artists and audiences fairly and politely at all times. Complain to us if you believe

- we have failed to do something we should have done
- we have done something badly
- we have treated you unfairly or discourteously.

Occasionally the Festival cannot do all that its users ask. This might be because of lack of resources or for other reasons. If, however, something cannot be done you deserve an explanation.

Suggestions for improvements are also welcome.

How to complain

Write to the Festival's Artistic Director and CEO at info@liverpoolirishfestival.com. If your complaint is about the Artistic Director and CEO, you may prefer to send your complaint direct to the Chair of the Board, which you can do at chair@liverpoolirishfestival.com.

If you would prefer to submit your complaint in hard copy, you may post it to:

Liverpool Irish Festival, FF9 Northern Lights, 5 Mann Street, Liverpool L8 5AF.

If you are not happy with the first response you receive, please ask for your complaint to be referred to another Board trustee. To escalate anything, it should be directed to the Chair.

We aim to send an initial response to your complaint within 5 working days if submitted by email and 28 days if submitted to the company by letter.

GRIEVANCE PROCEDURE - INTERNAL

The grievance procedure is intended as the tool by which a team member may formally have a grievance, regarding any condition of their contract, heard by the senior leadership of the Festival. The aggrieved individual has the right to representation by an Accredited Trade Union Representative or a work colleague.

In the event of a team member wishing to raise a grievance, it is preferable for the grievance to be satisfactorily resolved as close to the individual and their senior leader as possible. It is understood however that this is not always possible and that a formal procedure is required to ensure the swift and fair resolution of matters which aggrieve *Liverpool Irish Festival*/contractors (employees or otherwise).

Time scales have been fixed to ensure that grievances are dealt with quickly, however these may be extended by agreement. In any event, all grievances will be dealt with in accordance with the [ACAS Approved Code of Practice](#).

This procedure is not intended to deal with:

- dismissal or disciplinary matters, which are dealt with by the Festival's [Disciplinary Policy](#)
- disputes, which are of a collective nature and which are dealt with in a separate procedure.

If a grievance is made in writing then it cannot be properly resolved without a hearing under the code of practice. The aggrieved employee ideally should be invited to a meeting within 5 days, and heard by someone more senior, if a manager has failed to resolve the matter formally or it is about them. They have the right to be accompanied. The *Liverpool Irish Festival* endeavours to respond within 24 hours. An appeal, if called for, should ideally be held within 5 days, again accompanied. There is no requirement for a further appeal and proforma notices of grievance/appeal can't be mandated. Provided below is an outline process that could be adopted by any one bringing a grievance.

STAGES OF THE PROCEDURE

Stage 1: Raise with a superior

A team member who has a grievance, should raise the matter with their immediate superior immediately, either verbally or in writing. If the matter itself concerns the individual's immediate superior, then the grievance should be taken to their superior.

If this superior is unable to resolve the matter satisfactorily at that time, then a formal written grievance form should be submitted (see [Annex 1](#) of this policy). The grievance handler should respond within 2 working days (i.e., their usual working days or, where this is irrelevant such as a with a trustee, within 5 standard business days) to the grievance, unless an extended period of time is agreed upon by both parties. The response will give a full written explanation of the grievance handler's decision and who to appeal to if still aggrieved.

Stage 2: Escalate

In most instances, the Company would expect the grievance handler's decision to be final and for the matter to come to a close. However, in some circumstances the individual may remain aggrieved and can appeal against the decision of the handler concerned.

The appeal, to the superior next in line, must be made within 10 working days of the original response to the individual's grievance. The appeal must be in writing (see [Annex 2](#) to this policy) and contain the original formal grievance form. This new handler will attempt to resolve the grievance. A formal response and full explanation will be given in writing, as will the name of the person to whom they can appeal if still aggrieved, within 7 days.

Where the 'next in line' superior at this stage is the Director with responsibility for the individual's function, then the grievance should immediately progress to [Stage 3](#) of this policy.

Stage 3: Escalate in writing

If the individual remains aggrieved there will be a final level of appeal to the superior responsible for the appellant's function. This appeal must be made in writing (see Annex 3 of this policy), enclosing a copy of the original Formal Grievance form, to the superior leader within 10 working days of receipt of the Stage 2 response. This superior will arrange and hear the appeal with, where possible, another senior lead representative and possibly an external peer, responding formally with a full explanation within 20 working days.

Please consult the corporate structure for details on where grievances should be lodged.

There is no further right of appeal. Where both parties agree that there would be merit in referring the matter to a third party for advice, conciliation or arbitration, reasonable arrangements will be made to find a mutually acceptable third party.

Using mediation

An independent third party or mediator can sometimes help resolve grievance issues before it is necessary to invoke the formal procedure. Mediation is a voluntary process where the mediator helps two or more people in dispute to attempt to reach an agreement. Any agreement comes from those in dispute, not from the mediator. The mediator is not there to judge; say one party is right and the other wrong; or tell those involved in the mediation what they should do. The mediator is in charge of the process of seeking to resolve the problem, but not the outcome.

There are no hard-and-fast rules for when mediation is appropriate, but it can be used:

- for conflict involving colleagues of a similar job or grade, or between a superior and their charge
- at any stage in the conflict as long as any ongoing formal procedures are held in abeyance
- to rebuild relationships after a formal dispute has been resolved
- to address a range of issues, including relationship breakdown, personality clashes, communication problems, bullying and harassment.

Mediation is not part of *Liverpool Irish Festival's* formal grievance procedure. However, if both parties agree to mediation, then the grievance procedure can be suspended in an attempt to resolve the grievance through that route. If mediation is not successful, then the grievance procedure can be re-commenced.

ANNEX 1: NOTIFICATION OF A FORMAL GRIEVANCE

To:

From:

Dept:

Date:

Immediate Superior:

Dear XXX,

I wish to take a formal grievance out against: XXX.

in line with the Company Grievance Procedure. The details of my grievance are shown below:

Yours sincerely,

(Name; Festival Role)

Grievance handler should respond to this formal written grievance within 2 working days, unless an extended period for response is mutually agreed

ANNEX 2: NOTIFICATION OF A STAGE 2 GRIEVANCE

To

From

Dept

Date

Immediate Superior

Dear XXX,

On (within 10 days of the response to the initial formal grievance) my grievance against was heard by XXX.

I am not satisfied with the outcome of this meeting and would like to appeal to yourself for a further hearing of my grievance, in line with the Company Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely,

(Name; Festival Role).

Grievance handler should respond to this formal written grievance within 7 days unless an extended period for response is mutually agreed.

ANNEX 3: NOTIFICATION OF A STAGE 3 GRIEVANCE

To (Director):

From:

Dept:

Date:

Immediate Superior:

Dear XXX,

On (within 10 days of the response to the second stage of the formal grievance) I appealed to against the decision made at my initial grievance against: XXX.

I remain dissatisfied with the outcome of this meeting and would like to appeal to you for a further hearing of my grievance, in line with the Company Grievance Procedure.

I enclose a copy of the original letter regarding this matter and other correspondence and information related to it.

Yours sincerely,

(Name; Festival Role)

Superior leader should respond to this formal written grievance within 20 working days, unless an extended period for response is mutually agreed.

WHISTLEBLOWER POLICY

1. POLICY STATEMENT

Liverpool Irish Festival is committed to conducting its business with honesty, integrity and professionalism. Those operating in the Festival's name have a right and responsibility to speak up if there are concerns or we notice behaviour that contravenes our values. If, at any time, these commitments are disrespected or appear to be in question, we will endeavour to identify and remedy such situations. Therefore, it is our policy to ensure that -when a person has reasonable grounds to believe that a Festival representative (contractor, employee, Board trustee or person related to the company's delivery of services)- has committed, or is about to commit, an offence that could harm the Festival's business or reputation, it denounces the wrongdoers in question.

The whistleblowing policy has been put in place to:

- encourage employees, volunteers, partners or managers to disclose this information or behaviour
- protect complainants from reprisals; if you 'blow the whistle' or raise a concern, you will not be treated unfairly or lose your contract
- treat all parties to an investigation in a fair and equitable manner
- to ensure confidentiality as much as possible
- take corrective and disciplinary action if wrongdoing is discovered.

This policy presents procedures for how to raise a concern and the process that follows.

2. PURPOSE

The purpose of this whistleblowing policy is to encourage current and/or former contractors, contractual parties or partners and volunteers to communicate events that raise serious concerns about the Festival's work.

Liverpool Irish Festival encourages and will support team members (contractors, staff, Board trustees and volunteers) who report illegal practices or individuals who violate the organisation's policies.

3. SCOPE

This policy applies to all team members of *Liverpool Irish Festival* (contractors, staff, Board members and volunteers), as well as contractual third parties or partners doing business in the company name when delivering services on behalf of the Festival. From here on in "team members", "*Liverpool Irish Festival*" or "the Festival" means these parties, individually and collectively.

4. DUTY TO REPORT MISCONDUCT

4.1 It is the duty of all Festival team members to report misconduct or suspected misconduct, including fraud and financial impropriety to the Board. You do not need to wait for proof when reporting wrongdoing: you need to have reasonable concern. It is not for you to investigate or prove that your concerns are justified, that is the Festival's responsibility.

4.2 Whistleblowing is the term used when a team member (usually an employee, but in the case of a non-Department for Work and Pensions registered organisation it may be a contractor, Board member or volunteer) passes on information concerning wrongdoing. It can be referred to as 'making a disclosure' or 'blowing the whistle.'

4.3 You should 'blow the whistle' if you have a concern, that you reasonably believe is of public interest, about the conduct of others in the organisation or the way in which the organisation is run. You are protected by law if you reasonably believe that the disclosure tends to show past, present or likely future wrongdoing, falling into one or more of the following categories:

- a criminal offence, for example fraud
- someone's health and safety are in danger
- risk or actual damage to the environment
- a miscarriage of justice
- a breach of a legal obligation
- you believe someone is covering up wrongdoing.

These include misconducts such as but not limited to:

- providing false or misleading information, or withholding material information on *Liverpool Irish Festival* financial statements, accounting, auditing or other financial reporting fraud or misrepresentation
- pursuit of material benefit or advantage in violation of *Liverpool Irish Festival's* [Conflict of Interest Policy](#)
- Misappropriation or misuse of *Liverpool Irish Festival* resources, such as funds, supplies or other assets
- unauthorised alteration or manipulation of computer files
- destroying, altering, mutilating, concealing, covering up, falsifying, or making a false entry in any records that may be connected to an official proceeding; in violation of the law or regulations or otherwise obstructing, influencing, or impeding any official proceeding, in violation of any law or regulations
- violation of laws that could result in fines or damage payable by *Liverpool Irish Festival* or could otherwise significantly harm the Festival's reputation or public image
- unethical business conduct in violation of any *Liverpool Irish Festival* policies and/or its [Code of Conduct](#)
- danger to the health, safety or wellbeing of team members and/or the general public
- forgery or alteration of documents
- authorising or receiving compensation for goods not received or services not performed, or paying for services or goods that are not rendered or delivered
- authorising or receiving compensation for hours not worked
- embezzling, self-dealing, or otherwise obtaining an unlawful private benefit (i.e., *Liverpool Irish Festival* assets being used by anyone in the organisation improperly for personal gain).

5. ACTING IN GOOD FAITH

5.1 Any person who files a complaint alleging misconduct must act in good faith and have reasonable grounds to believe that the information disclosed indicates wrongdoing.

5.2 No team member who makes a denunciation in good faith will be subject to harassment or retaliation. Retaliation is any direct or indirect harmful action that threatens a person or is taken against a person who has reported an event or action. Anyone who retaliates against a person who has made a report in good faith is subject to disciplinary action up to and including dismissal.

5.3 However, making allegations that are deemed unfounded and malicious or knowingly false may result in disciplinary action up to and including termination of a contract.

6. PROCEDURE

6.1 A complaint must be submitted in writing. The addressee of such a complaint would ordinarily be the line-manager of the person about whom the concern is to be raised or, by default the Chair. If the complaint is about the Chair of the Board, it should be submitted to another Board member. Please look at our [Organisational Chart](#) for lines of management.

6.2 The complainant should raise their concern in their own name wherever possible. Consequently, it will be easier for the Festival to investigate, and we can keep the person making the complaint updated on the issues or concerns that have been raised.

6.3 If it is felt necessary, a complainant can still raise a concern anonymously. This is better than saying nothing about a serious wrongdoing. If you want to raise your concern anonymously and do not want other people to know about it, we will respect this as far as possible, and restrict information to a 'need to know' basis. In such

cases, we will inform you about the proposed use of your personal information and discuss potential safeguards that may be taken to protect you from identification.

6.4 However, it is important to note that there may be occasions when we are unable to resolve a concern satisfactorily without knowing or revealing a whistleblower's identity.

6.5 In instances where the whistleblower does not provide their contact details, we are unable to enter into any communication with them. Additionally, anonymous reporting may also create challenges relating to an investigation as the organisation or investigator is unable to contact them to obtain further information or clarifications.

6.6 The Festival will offer to appoint a company representative, ordinarily a Board member, to ensure the welfare of the whistleblower, who will also update the latter on the status of the investigation. The trustee can be contacted if the whistleblower feels s/he/they has/have suffered a detriment.

6.7 The written statement must include the following information:

- description of the concern
- date on which the complainant became aware of the offence
- name of the person suspected of the wrongdoing
- actions taken (if applicable) before filing a complaint or allegation (e.g., conversation with a superior).

6.8 The declaration must be sent in writing to the Chair of the Board (if the complaint is about the Chair of the Board it should go to another Board member) by e-mail or by post. The complainant should expect to receive confirmation of receipt of the complaint within 15 working days.

6.9 The complainant will not be dismissed, demoted, suspended, threatened, harassed or otherwise discriminated against because of the communication of a genuine concern. Any team member who contravenes this policy when dealing with a complainant may have their contract or partnership terminated. Similarly, any member of the Board who violates this policy in their dealings with a complainant may have their relationship with *Liverpool Irish Festival* terminated.

6.10 A person is not required to prove the truth of an allegation, but is required to act in good faith and provide sufficient evidence to the person contacted to demonstrate that there are reasonable grounds for concern. The number of contacts between the complainant and the investigator will depend on the nature of the question and the clarity of the information provided. The investigator may request additional information from the complainant.

6.11 All complaints will be treated in a confidential and sensitive manner. In addition, the complainant must be able to remain anonymous, except in cases where the nature of the disclosure and/or resulting investigation makes it necessary to disclose his or her identity (e.g., investigations or judicial proceedings). In such cases, all reasonable measures must be taken to protect the complainant from any prejudice resulting from a disclosure.

7. INVESTIGATION

7.1 Once a concern has been raised, the person receiving the complaint will investigate the matter themselves or immediately pass the issue to someone in a more appropriate position. All relevant cases, including suspicious but unproven cases, will be reviewed and analysed by a competent person designated by the Board. In some cases, this may involve an investigation by a legal adviser or an accountant. All investigations will be kept confidential to the extent possible. Appropriate corrective action will be taken, if necessary, and the findings will be communicated to the whistleblower and their supervisor.

7.2 Once all relevant information has been gathered, the line-manager or person who carried out the investigation will prepare a written report for the Chair, or if the Chair has been investigated then to the Board member who received the initial complaint.

7.3 All the information will be reviewed and decision made regarding outcomes, including reporting the matter to any appropriate external agency.

7.4 On conclusion of any investigation, the outcome will be shared with the whistleblower together with confirmation of what has been done or is proposed to be done about it. If no action is to be taken, the reason for this will be explained.

7.5 If disciplinary action is required, the line manager (or the person who carried out the investigation) will refer the matter to the Chair (or Board member if the Chair is under investigation) who will make arrangements to start the disciplinary procedure ensuring that the person carrying out the disciplinary process has not been involved in the matter and is ideally a manager of a higher level than the line manager.

7.6 If the whistleblower is concerned that either the person investigating their disclosure is involved in the wrongdoing, has failed to make a proper investigation or has failed to report the outcome of the investigations, they should inform the Chair (or alternative Board member) who will arrange for another person to review the investigation carried out, make any necessary enquiries and make their own report as above.

7.7 The investigator will document any decisions or action taken after a concern has been raised. They will record the date and number of whistleblowing disclosures that are received, their nature and the action taken, if any, along with content of the feedback provided to the whistleblower.

8. EXTERNAL SUPPORT

You can also contact *Protect* for free advice and guidance via their website at <http://www.protect-advice.org.uk>

DISCIPLINARY POLICY AND PROCEDURE

STATEMENT OF POLICY

The aim of the *Liverpool Irish Festivals* **Disciplinary Policy** is to help and encourage employees to improve, achieve and maintain standards of conduct, attendance and job performance. It also enables the charity trustees to deal effectively with those team members (particularly contractors and employees) who do not comply with the positive standards of conduct, attendance and performance either in the workplace or in the pursuance of Festival work. Equally, the policy and procedure are designed in a manner which is non-discriminatory and which is fair, consistent and effective. It must also be applied in a timely manner and without undue delay.

The Festival Board has a responsibility for ensuring that team members are made aware of the **Disciplinary Policy and Procedure**. All team members are to be informed of the standards of conduct and work performance expected of them and trustees and senior leadership should ensure that these standards are fully understood by those who work to them/to whom they apply. Action taken under this policy must reflect fully the process detailed in the **Procedural Appendix** attached to this policy.

Matters relating to or arising under the **Disciplinary Policy and Procedure** must be treated as confidential at all times. Failure to do so may itself constitute grounds for initiating disciplinary action.

KEY PRINCIPLES

At each stage of the **Disciplinary Procedure** attached to this policy, the team member has a right to be accompanied by an accredited Trade Union representative or work colleague. The team member will be informed in writing of the

- nature of the complaint or allegation against them; and
- stage at which the matter is being considered.

The team member will be reminded that they will be given a full opportunity to state their case and if action is taken, what improvement is required and the actions the organisation will take if conditions for improvement are not met, along with the right to and process for appeal.

Trustees or team members whose responsibilities require them to participate in or hold disciplinary meetings will be given appropriate training to enable them to undertake their role effectively and dispassionately.

Team members should make every effort to attend meetings or interviews relating to the application of the **Disciplinary Procedure**. If an individual is unable to attend, they will need to give notice and the reasons why they are unable to attend. The meeting will then be re-scheduled to a mutually convenient time. Unless the reasons are exceptional, the re-arranged meeting must take place within 10 working days. Where an individual fails to attend such meetings -more than once without compelling reasons- then meetings may be held in their absence. Where this measure is invoked, the individual will be informed of this in writing.

Those responsible for making arrangements under the **Disciplinary Policy and Procedure** must ensure that any necessary, reasonable adjustments required by the Festival (or other attending) have been addressed. This may relate to disability or to the requirements of religious beliefs.

Should an individual have an objection to the person or persons appointed to investigate or hold meetings in connection with the disciplinary matter they must raise this objection in writing, clearly stating the reasons to the Chair or the Artistic Director and CEO in order that such reasons can be assessed and addressed. Such objection must be made within two working days of the notification about the matter under investigation being brought to their attention.

The nature of the disciplinary action taken will be determined according to the nature and seriousness of the alleged misconduct, based on a dispassionate assessment of the facts based on the balance of probabilities. Where misconduct is established -and the sanction is a warning- then subsequent misconduct within the currency of the warning may result in further and potentially more serious action, which may result in dismissal. However, no team member will be dismissed for a first instance of misconduct, but summary dismissal may occur where gross misconduct is established. Team members (primarily those in the pay of the organisation, such as employees and contractors) have a right of appeal against any disciplinary warning or sanction.

The Festival's **Disciplinary Policy and Procedure** will not apply to any employee or contractor who is in their period of probation. Also, any proposed application of this policy to accredited Trade Union representatives must be the subject of prior consultation with the Festival's senior leadership who will notify a senior full-time official of the Trade Union concerned.

Should a team member raise a complaint under the Company's [Grievance Policy](#) or any other related policy, whilst the subject of action under the **Disciplinary Policy and Procedure** and the complaint relates directly or indirectly to the matter under investigation, then action under the **Disciplinary Policy** will be adjourned whilst an urgent enquiry into the complaint is carried out. If the grievance or complaint is rejected or found to have no bearing on the matter being investigated under the **Disciplinary Policy**, then the disciplinary proceedings will continue from the point at which they were adjourned.

Data relating to the application of this **Policy and Procedure** will be held and destroyed in accordance with the provisions of current data protection regulations (including the [General Data Protection Regulations](#)) and any Company policy that derives from those regulations.

In accordance with current equality legislation, this procedure will not discriminate, directly or indirectly, on the grounds of gender, race, colour, ethnic or national origin, sexual orientation, marital status, religion or belief, age, trade union membership, disability, offending background or any other personal characteristics.

This policy and procedure will be reviewed periodically giving due consideration to any legislative changes.

DISCIPLINARY PROCEDURE

The purpose of the **Disciplinary Procedure** is the achievement of positive improvements by team members where shortcomings or failures are identified. Any failure to attain required standards will be brought to the attention of the individual concerned at the earliest opportunity -wherever possible- via the informal procedure detailed below. The attention of senior leadership is drawn to the [Key Principles](#) (above) where the individual whose performance or conduct has given rise to concern is

- an accredited Trade Union representative or
- a new team member still within their probationary period.

Informal Procedure

This procedure should be used where the lapse in performance or conduct can reasonably be said to be minor and an isolated instance. Such matters should be addressed promptly by trustees or the Artistic Director and CEO (depending on the individual's role in the corporate structure) by way of an informal advisory discussion. The objective will be to ensure the team member (likely a contractor or employee) recognises and accepts their shortcomings, are provided with encouragement and offered help to improve, securing a commitment to do so. A note of the discussion should be made for reference purposes and there should be no recourse to the formal procedure.

Examples where the **Informal Procedure** may be appropriate include, infrequent lateness, carelessness, lack of effort, minor insensitive behaviour toward colleagues. The use of the Informal Procedure is simply an aspect of normal day to day management. The line manager should make it clear that if the required improvement does not take place, consideration will necessarily be given to the use of the **Formal Procedure**.

It is important to set a target for improvement and a date for this to be reviewed within, so that if met, the informal procedure period ends.

Formal Procedure

The **Formal Procedure** will be applied where a team member

- does not respond appropriately or adequately to informal action or
- when a senior leader considers that the breach of conduct believed to have occurred is too serious to be dealt with informally.

Examples of behaviour that may constitute misconduct resulting in disciplinary action are set out at Annex A of this policy, as are examples of behaviour which may constitute gross misconduct. In using the Formal Procedure - and determining whether the employee has committed 'misconduct' or 'gross misconduct' - the burden of proof required on a dispassionate and objective assessment of the facts is the balance of probability.

Investigation

Before disciplinary proceedings can take place, an impartial investigation must be undertaken to collect information relating to the allegations to determine whether the case should proceed to a disciplinary meeting. An Investigating Officer will be appointed by the relevant senior leader. The nominated Investigating Officer should where possible meet the following criteria:

- Be independent, with no connection to the matter under investigation
- Be able and available to undertake an investigation promptly and -unless there is particular complexity or non-availability of key interviewees- complete enquiries and preliminary report within 15 working days, indicating what action, if any, should be considered

Upon receipt of the Investigating Officer's report, the relevant senior leader (refer to corporate structure (usually the case will be reviewed one layer above the individual replying to a misconduct case)) must decide what action, if any, should be taken. Three courses of action are available:

1. there is no case to answer, so the team member concerned must be told immediately and all references to the allegation dropped. Any one making the allegation should also be informed
2. the matter can be resolved through guidance, counselling or further training. This should be proposed and monitored according to what is appropriate for the case in hand
3. there is a case to answer, which requires disciplinary meetings to be convened and actions taken.

The Disciplinary Meeting (See also [Annex B](#)).

Before the disciplinary meeting, the team member will be advised in writing of the purpose of the meeting, with details of the complaint or allegation outlined and considered, covering all issues to be discussed. The individual will be given a minimum of 5 working days' notice of the disciplinary meeting. If the individual's representative or work colleague is not available to attend on the date proposed, the Festival will endeavour to offer an alternative

reasonable date within 5 working days of the original date. Note: This meeting will normally only be re-arranged once, except in exceptional circumstances.

Should either party wish to call any witnesses to the disciplinary meeting they must give at least 3 working days' notice to the Disciplinary Panel, and have full responsibility for arranging the attendance of these witnesses.

All relevant facts and evidence will be made available to the team member at least 5 working days prior to the disciplinary meeting. Any additional information gathered by the individual that they wish to present at the meeting must also be made available to the disciplinary panel at least 1 working day prior to the meeting.

Either party may present evidence (including details of previous relevant warnings, witness statements, call witnesses) and have the opportunity to ask questions.

An adjournment must be held in order that there can be a period of dispassionate reflection by the Disciplinary Panel to consider what action, if any, is to be taken. Where possible, both parties will be verbally informed of the outcome after the adjournment.

The team member will be advised in writing of the outcome of the disciplinary meeting within 7 working days, unless a longer period is specified and can be justified. If disciplinary action is taken, the individual will be informed of the improvements required of them, and (if applicable) details of timescales for achievement, the duration of the warning and the consequence of a failure to improve performance, as required. The letter must include the date of the disciplinary meeting, the reason for issuing the warning alongside details of any sanctions which may be imposed. It should also be noted whether the individual invoked their right to be accompanied. The right of appeal will also be included.

Warnings and Penalties

The outcome of the disciplinary meeting will generally fall into one of the following categories:

- Case dismissed - no further action required
- The employee is required to attend counselling or retraining
- Verbal warning
- First written warning
- Final written warning
- Dismissal.

Other possible sanctions may involve demotion, transfer to another post or location, extension of or imposition of a probationary period, or the right to self-certificate sickness absence. The above sanctions may be applied as follows:

Verbal Warning: In cases of an initial or minor issue, the verbal warning is appropriate.

First Written Warning: If the issue is more serious -or if there is an active Verbal Warning in place and insufficient improvement has been made or further misconduct occurs- a First Written Warning will normally be issued. A first written warning will normally be valid for 6 months from the date of the disciplinary meeting.

Final Written Warning: If the issue is more serious -or if there is still an active First Written Warning in place and insufficient improvement has been made or further misconduct occurs- a Final Written Warning will normally be issued. A final written warning will normally be valid for 12 months from the date of the disciplinary meeting. In exceptional cases validity may be longer.

Dismissal with Notice: If within 12 months of the issue of a Final Written Warning further misconduct occurs -or insufficient improvement has been made- the team member will normally be dismissed with notice. The team member will be provided with written reasons for dismissal, the date on which their contract will terminate, their entitlement to pay/% of contract, and the right of appeal. *Liverpool Irish Festival* reserves the right to make a payment in lieu of notice.

Summary Dismissal: Where behaviour or misconduct is sufficiently serious to constitute gross misconduct, the team member will normally be summarily dismissed - i.e., without notice. The team member will be provided with

written reasons for dismissal, the date on which the employment will terminate and the right of appeal, but may be asked to leave with immediate effect, with written notice following within 5 working days.

Expiry of Warnings

A record of any disciplinary sanction will be placed on the individual's personal file. A sanction will be considered to be spent and the record removed from the file provided that the team member's conduct has been considered to be satisfactory throughout the period following the imposition of the sanction.

Dismissal

The decision to dismiss a team member may only be taken by a person designated by *Liverpool Irish Festival* to have such authority or the instruction of a person so designated. No dismissal may take place without consultation with and the involvement of a senior leader. In most instances, this will mean the Chair of the Board of trustees and/or the Artistic Director and CEO. It would be usual for these senior leaders to consult with each other to determine the appropriateness of such action and to ensure dispassionate reflection draws this conclusion. In the event that either of these roles faces dismissal an alternate trustee would be used, though to depose the Chair would require a collective agreement of the Board.

Where dismissal occurs -with notice or summary- following the establishment of gross misconduct, the individual and their representative will be provided with a letter stating the Festival's decision. The letter, which must be sent to the team member by recorded delivery, must give details of

- those present at the disciplinary meeting, excluding witnesses
- details of the allegation(s) and evidence presented
- the terms of the decision to dismiss
- the reasons
- the date on which their contract terminates and -if a dismissal with notice- the notice period.

In all cases, the right of appeal will be specified.

APPEALS

Any team member who receives a disciplinary warning, other sanction or notice of dismissal has the right of appeal.

Appeals must be lodged in writing with a senior leader (to be specified in the letter of notification) within 10 working days of the date of the written notice of the sanction. This period may be extended only in exceptional circumstances. The notice of appeal must state the grounds of the appeal.

Appeals will be heard within 15 working days of the receipt of the notice of appeal by a more senior leader than the person taking the action at first instance, or where this not possible due to the size of the Festival's team, a panel of three trustees. Where possible, all appeal panels will include a senior manager and could, by mutual agreement, involve an external peer. Both parties to the appeal must provide a full written statement of the case - including the grounds upon which the appeal is made/resisted- together with copies of any documents to which reference will be made. All documents, and the details of witnesses (if any), must be notified to all parties, 5 working days before the hearing takes place. The Appeal Hearing will follow the procedure set out in [Annex C](#) to this policy.

The decision of the Appeal Hearing is final.

CRIMINAL OFFENCES

Disciplinary action should not be taken automatically against a team member because they have been arrested, charged or convicted of a criminal offence, as the matters may not be work-related and may have no relevance or impact within the workplace. Each case must be carefully considered by the Festival's senior leadership, according to the particular circumstances.

Disciplinary action may be considered in circumstances where, for example, the team member has been convicted and the nature of the conviction or sentence or both

- impairs the business or reputation of the Festival, and/or
- makes the individual unsuitable for continued employment, given the nature of the business of the Festival or the team member's role
- would be unacceptable to other team members, partners or funders.

Should disciplinary action be progressed, the normal investigative policy and procedure of investigation is to be followed to address the issue, as described in the policy and procedure.

Where an individual is unable to attend work because they are under arrest or remanded in custody, disciplinary action should not be commenced as the individual may be proved innocent. The position should be addressed by consideration of special or unpaid leave until the position is clarified.

SUSPENSION

Suspension is not in itself regarded as a disciplinary action and does not involve any prejudgement, or imply that any misconduct has taken place. It is a neutral act to enable an investigation of the allegations made. A short period of suspension -with full pay (not normally more than a month)- may be helpful or necessary, although it should only be imposed after careful consideration. It should also be kept under review and brought to an end as quickly as possible allowing for full investigation.

In cases of alleged gross misconduct or when other circumstances dictate that it is inappropriate for the individual to remain at the normal place of work, the relevant senior leader will consider whether suspension is appropriate in the circumstances. Where it is found there is a case to answer, a formal disciplinary meeting will be convened.

Examples of circumstances that may warrant suspension include

- fighting or violence between colleagues
- alleged criminal offences
- sensitive situations, e.g., alleged sexual assault
- concerns over finance abuses, access to which may need moderation whilst being investigated.

An individual suspended from duty will be given written confirmation of the suspension and the reason for this action. Whilst on suspension, an individual must remain contactable and be available to attend for any investigation/disciplinary meeting during normal working hours, unless mutually agreed otherwise. An individual who is suspended from duty shall, throughout the period of suspension, continue to receive full pay.

Whilst an individual is on suspension, they should not attempt to contact colleagues connected to the case with the exception of their Trade Union representative, work colleague (who is to accompany them at any subsequent meeting, if proven that there is a case to answer) or their immediate manager.

ANNEX A: MISCONDUCT LIKELY TO RESULT IN DISCIPLINARY ACTION

When conduct is unsatisfactory this is usually referred to as 'misconduct' and can vary in its degree of seriousness. Where an incident is very serious it is known as 'gross misconduct', and one incident can be sufficient to warrant dismissal. The following list illustrates behaviour likely to constitute misconduct and gross misconduct, but it is neither exclusive nor exhaustive and there may be other matters, which are sufficiently serious to warrant inclusion.

Misconduct

Misconduct is defined as behaviour which, in the view of *Liverpool Irish Festival*, would not normally destroy the relationship of trust between contractor and contract holder; however, the behaviour is serious enough to warrant action short of dismissal. The following list illustrates conduct likely to amount to misconduct, but again this list is neither exclusive nor exhaustive:

- absenteeism and lateness, e.g., frequent late arrival at work; failure to comply with requirements to notify sickness absence; unauthorised absence from the workplace

- dishonesty, e.g., making unauthorised private phone calls (either excessive or inappropriate), sending personal mail at the Company's expense
- refusal to obey a lawful and reasonable instruction of a senior or other Festival leader
- failure to carry out the normal duties of the post
- unauthorised copying of copyright or licensed material, e.g., software
- unreasonable or unacceptable conduct, e.g., abusive language or behaviour
- misuse of facilities, loss, damage or misuse of Company property or equipment through wilfulness, negligence or carelessness
- threatening violence -whilst at work- to a colleague, service user or provider or members of the public
- breach of Company regulations, e.g., financial regulations, health and safety, confidentiality of personal records
- accepting significant gifts (i.e., a series of presents) or hospitality from contractors, service users, service providers or members of the public without authorisation
- driving whilst using a mobile phone
- incapability as a result of being under the influence of alcohol or illegal drugs at work
- incurring any motoring offences whilst on Festival business;
- abuse of the Festival's email, social media and/or other online systems.

The distinction between misconduct and gross misconduct is often a matter of degree and some of the examples under misconduct may be of such an extreme nature that they amount to gross misconduct. Alternatively, there may be instances when examples demonstrated under Gross Misconduct, depending upon all of the circumstances, may amount to misconduct.

Gross misconduct

Gross misconduct is defined as behaviour, which in the view of the Festival fundamentally destroys the trust between the Festival as a contractor and the individual or party holding the contract, thereby warranting immediate dismissal. The following list illustrates conduct likely to amount to gross misconduct, but this list is neither exclusive nor exhaustive:

- theft, misappropriation or malicious damage to property of the Festival, fellow contract holders, service users or providers
- falsifying records or expenses claims resulting in gain to the individual, e.g., registers, time sheets, car expenses, overtime, flexitime, sickness claims; these may be little and often or sizeable and singular
- physical violence towards colleagues, service users, service providers or other members of the public
- serious incapability as a result of being under the influence of alcohol or illegal drugs at work, especially behaviour that endangers the individual or others
- discriminatory behaviour relating to sexual orientation, race, gender, disability, religion or belief against other employees, service users and providers or members of the public. *Liverpool Irish Festival* operates a zero-tolerance approach to discrimination
- fraudulent or false claims of harassment or victimisation
- bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe
- serious breach of Company regulations, e.g., financial regulations
- serious negligence that causes or permits substantial loss, damage or injury
- non-compliance with health and safety rules and regulations where it endangers the well-being of the employee or others
- unauthorised use of Company vehicles, materials, equipment, facilities or labour for private purposes and/or personal gain
- unauthorised deliberate access to information held by the Festival. whether held on electronic or manual systems
- unauthorised disclosure of information classified as confidential by the Festival
- falsification or omission of information for personal gain, for example, on an application form, medical questionnaire, etc.

- downloading inappropriate information from the internet, e.g., pornography
- victimisation or bullying (either in person or via email, etc.); and
- improper use of position as a Festival team member for personal gain.

ANNEX B: CONDUCTING A DISCIPLINARY MEETING

A disciplinary meeting will normally be held by a panel consisting of a senior leader, who has not been previously involved in the matter, who will act as the Panel Chair. They will -where possible- be accompanied by another Festival representative and possibly an external peer. This will be communicated and agreed in advance.

The Disciplinary meeting follow the following stages:

- opening the meeting by panel chair
- summary of allegation by the investigating officer, including calling of any witnesses
- the individual, then the disciplinary panel, will have the opportunity to ask questions
- the individual will present their answer to the allegations, including calling any witnesses
- opportunity to ask questions
- consideration of the facts
- opportunity for the individual to make a final statement
- adjournment
- action to be taken by the panel (if any)
- establishment of a review date (if appropriate)
- process reflection and lay out steps for written confirmation (if needed).

Opening the Disciplinary meeting

All individuals are entitled to be accompanied by their Trade Union representative or a work colleague. Where an individual is not accompanied, they must be reminded of this right, and if declined, this must be recorded.

Those 'hearing' the disciplinary must introduce those present and outline the reasons for the disciplinary meeting taking place (the reason/s outlined in the invite to disciplinary letter) and the format the meeting will take.

Summary of Allegations

At this stage the investigating officer(s) should summarise their findings. The investigating officer(s) should adhere to the facts and not introduce opinions, hearsay or issues that have not previously been mentioned. All documentation to be used as evidence (including previous relevant warnings and witness statements where applicable) will have been made available to the individual prior to the disciplinary meeting (copies being sent with the disciplinary meeting invitation).

Should a new matter arise during the course of the disciplinary meeting then the Disciplinary Panel should adjourn in order that consideration may be given to the appropriateness of the introduction of this new matter. To avoid unnecessary duplication of the process -as well as ensuring fairness- it may be more beneficial to adjourn the disciplinary meeting in order that further investigations may be carried out in relation to the new matter.

The aim of the disciplinary meeting is to seek verification and clarification about the issues of concern, through questions. Where it is appropriate to call witnesses, either party may call and question them.

After the investigating officer has stated the outcome of their investigation the individual will be given the opportunity to ask questions and respond. The individual's representative will be able to ask questions for clarification purposes.

If the disciplinary meeting is dealing with multiple issues, each issue will be addressed in turn with the individual and/or their representative allowed to respond to each issue as it is addressed.

The investigating officer may remain present during the disciplinary meeting to allow for any questions.

Adjournment

Before any decision is taken, it is necessary to adjourn the disciplinary meeting to give adequate consideration to the facts as they have been presented and the responses that have been given to the allegations, including any mitigating circumstances.

At this stage all parties will be asked to leave the room and the panel must decide the facts of the case, determining whether the behaviour requires disciplinary action to be taken and if so, at what level. Policy and procedure documents may and should be consulted to evidence the decision.

The disciplinary meeting may also be adjourned to consider other issues, e.g., to direct further investigations in to new lines of enquiry and/or verify new information/facts that have been brought to light.

There is no set time for an adjournment and adjournments can be called at any time during the disciplinary meeting, by either party. It is expected both parties create reasonable timelines for such adjournments.

Taking disciplinary action is not a matter to be taken lightly and should only be taken if it is to be constructive in attempting to produce the desired behaviour. Senior leaders and managers will need to consider, if disciplinary action is to be taken, whether any other sanctions will be attached to the warning.

Action

When the disciplinary meeting is reconvened the Panel Chair should explain that consideration has been given to all of the issues raised at the beginning of the meeting, and all of the facts and issues raised during the course of the meeting. The Panel Chair must then outline what action, if any, will be taken including any sanctions.

It is important that where a warning/sanction is given, the individual is informed of the length of time it will remain on their record, their right of appeal, the procedure that will be followed in relation to confirming the action in writing and any arrangements for the review of sanctions imposed.

Disciplinary Meeting Notes

The notes of the meeting will be held on file by the Festival. All of the documentation in relation to a Disciplinary meeting will be marked confidential.

ANNEX C: APPEALS PROCEDURE

Appeals will normally be heard by a more senior manager to the person taking the first instance disciplinary action. An individual may choose to appeal if, for example

- they think a finding or penalty is unfair
- new evidence comes to light
- they think the **Disciplinary Procedure** was not used correctly.

An appeal may be heard as a paper-based exercise where the manager hearing the appeal will consider the circumstances of the case and the details of the individual's appeal (which must be submitted in writing).

However, the individual may request an Appeal Hearing to present their case in person.

The procedure for an Appeal Hearing is as follows:

- The senior leader hearing the appeal will arrange a suitable date and venue
- They will outline the circumstances of the disciplinary action first, explaining the reasons for the actions taken to date
- The individual will then be able to explain the reasons for their appeal
- The senior leader may then wish to ask the appellant any questions about their appeal case
- There will then be an adjournment while the senior leader considers the information they have heard and reach their decision
- The decision of the senior leadership panel will be communicated to the individual verbally, wherever possible, and in any case will be confirmed in writing no later than 5 working days after the Appeal Hearing date.

ANNEX D1: SUSPENSION LETTER

Dear

In strictest confidence - suspension from duty

Further to our meeting held on (date) this letter is to confirm that you are suspended from duty with effect from (date).

You are suspended as a result of the following alleged incident/allegation made against you to allow a full investigation to take place.

(Details of the allegation/incident to be included here).

You are suspended subject to the following conditions:

- The suspension will be for as short a time as possible. Should your period of suspension extend beyond 4 weeks, we will advise you of this fact and give you an indication of the likely length of your suspension
- Suspension does not constitute disciplinary action
- Suspension will be on full pay (including contractual allowances).

You are obliged to keep us informed of your whereabouts during your suspension so that we can contact you to assist any investigations or to advise you of the next steps. You are obliged to make yourself available to attend any meetings during your normal working hours.

At the end of your suspension, you will be sent a letter, either advising you to return to work on a specific date or to inform you of the arrangements for a disciplinary meeting.

During the period of suspension, you are expressly forbidden from entering any Festival premises or contacting people at work unless to someone you have identified as your representative (a trade union official or named work colleague).

Any queries on this suspension should be made to <name of contact> on (Telephone No xxxx).

Yours sincerely,

(Name; Festival Role)

ANNEX D2: EXTENSION OF SUSPENSION LETTER

Dear

In strictest confidence – notice of extension to suspension from duty

Further to my letter of (date) and following our discussion on (date), I am writing to inform you that the initial 4-week period of suspension, due to end on (date) will be extended. The extension to your period of suspension is due to the fact that investigations are still being carried out.

This extension to your suspension will be for a further 4-week period in the first instance, and is due to end on (date). Should I need to extend your suspension again, I will notify you of that fact prior to (date).

This further period of suspension is subject to the conditions outlined in my letter of (date).

Yours sincerely,

(Name; Festival Role)

ANNEX D3: NOTIFICATION OF DISCIPLINARY MEETING

Dear

In strictest confidence – notice of disciplinary meeting

Further to (include details of the incident including the date) you are required to attend a disciplinary meeting on (date time venue).

The disciplinary meeting will be conducted by (name and title of manager) accompanied by (name and title of accompanying trustee and/or external peer representative). Also in attendance will be (names of investigating manager and any witnesses should be included here).

You are advised of your right to be accompanied by your Trade Union representative or a work colleague if you so wish.

I enclose the documents, which will be referred to at this meeting.

If you have any documentation that you wish to put forward as part of the investigation, please provide this at least 1 working day prior to the meeting. Please also provide details of any witnesses you wish to call to the meeting.

I would be grateful if you would contact me to confirm that you will be attending.

On arrival please report to (reception/a particular individual).

Yours sincerely,

(Name; Festival Role)

ANNEX D4: NO FURTHER ACTION REQUIRED

Dear

In strictest confidence – no further action notice

At your disciplinary meeting held on (date), we considered the facts surrounding (give details of the incident).

Having considered all the relevant information relating to this matter, I can confirm the decision made verbally to you on (date) that no action is to be taken.

Yours sincerely,

(Name; Festival Role)

ANNEX D5: VERBAL WARNING

Dear

In strictest confidence – verbal warning

Further to the disciplinary meeting held on (date), I am writing to confirm the issue of a verbal warning.

The warning was issued (date), following (describe the incident).

This warning will remain active for a period of 6 months from the date of the meeting. Should you be found to repeat the type of behaviour leading to this incident during this 6-month period, you are warned that further disciplinary action, including dismissal, could be taken, for recurring problems.

Should there be no repeated or similar actions within the next 6 months, the warning will be made void and removed from your personnel file.

You have the right of appeal against this verbal warning. If you wish to exercise this right, you should write to XXXXXX (address to be given) detailing the grounds of your appeal within 10 working days from the receipt of this letter.

Yours sincerely,

(Name; Festival Role)

ANNEX D6: FIRST WRITTEN WARNING

Dear

In strictest confidence – first written warning

Further to the disciplinary meeting held on (date), I am writing to confirm the issue of a first written warning. The warning was issued (date), following (describe the incident).

This warning will remain active for a period of 12 months from the date of the meeting. Should you be found to repeat the type of behaviour leading to this incident during this 12-month period, you are warned that further disciplinary action, including dismissal, could be taken, for recurring problems.

Should there be no repeated or similar actions within the next 12 months, the warning will be made void and removed from your personnel file.

You have the right of appeal against this first written warning. If you wish to exercise this right, you should write to XXXXXX (state address), detailing the grounds of your appeal within 10 working days from the receipt of this letter.

Yours sincerely,

(Name; Festival Role)

ANNEX D7: FINAL WRITTEN WARNING

Dear

In strictest confidence – final written warning

Further to the disciplinary meeting held on (date), I am writing to confirm the issue of a final written warning. The warning was issued (date) following (describe the incident).

This warning will remain active for a period of 12 months from the date of the meeting. Should you be found to repeat the type of behaviour leading to this incident during this 12-month period, you are warned that further disciplinary action, including dismissal, could be taken, for recurring problems.

Should there be no repeated or similar actions within the next 12 months, the warning will be made void and removed from the personnel file.

You have the right of appeal against this final written warning. If you wish to exercise this right, you should write to XXXXXX (state address), detailing the grounds for your appeal within 10 working days from the receipt of this letter.

Yours sincerely,

(Name; Festival Role)

ANNEX D8: DISMISSAL

Dear

In strictest confidence – dismissal

Further to the disciplinary meeting held on (date) at which the panel considered (details).

I am writing to confirm the decision to dismiss you from your post of (post title) with effect from (date of the meeting).

You are entitled to (number) week(s) pay in lieu of notice. This will be paid at full pay together with payment for any annual leave to which you are entitled up to (date). You will also receive your P45.

You have the right of appeal against this dismissal. If you wish to exercise this right, you should write to XXXXXX (state address) detailing the grounds of your appeal within 10 working days from the receipt of this letter.

Yours sincerely,

(Name; Role Manager)

ANNEX D9: SUMMARY DISMISSAL

Dear

In strictest confidence – summary dismissal

Further to the disciplinary meeting held on (date) at which the panel considered (describe issue).

I am writing to confirm the panel's decision to summarily dismiss you from your post (post title) with effect from the date of the meeting.

As this is a summary dismissal, you are not entitled to notice or payment in lieu of notice. However, you will be made a payment for any untaken annual leave due to you and this will be forwarded in due course, together with your P45.

You have the right of appeal against this dismissal. If you wish to exercise this right, you should write to XXXXXX, (state address) detailing the grounds of your appeal within 10 working days from receipt of this letter.

Yours sincerely,

(Name; Festival Role)

APPENDIX 1: PROOF OF IDENTITY DOCUMENTS

List 1

- 1.1 A United Kingdom passport describing the holder as a British citizen of the United Kingdom and Colonies having the right of abode in the United Kingdom
- 1.2 A passport containing a certificate of entitlement issued by or on behalf of the Government of the United Kingdom, certifying that the holder has the right of abode in the United Kingdom
- 1.3 A passport or national identity card, issued by a State which is a party to the European Economic Area Agreement or any other agreement forming part of the Communities Treaties which confers rights of entry to or residence in the United Kingdom, which describes the holder as a national of a State which is a party to that Agreement
- 1.4 A United Kingdom residence permit issued to a national of a State which is a party to the European Economic Area Agreement or any other agreement forming part of the Communities Treaties which confirms that the holder has rights of entry to or residence in the United Kingdom
- 1.5 A passport or other travel document or a residence document issued by the Home Office which is endorsed to show that the holder has a current right or residence in the United Kingdom as the family member of a named national of a State which is a party to the European Economic Area Agreement or any other agreement forming part of the Communities Treaties which confers rights of entry to or residence in the United Kingdom, and who is resident in the United Kingdom
- 1.6 A passport or other travel document endorsed to show that the holder is exempt from immigration control, has indefinite leave to enter, or remain in, the United Kingdom or has no time limit on their stay
- 1.7 A passport or other travel document endorsed to show that the holder has current leave to enter, or remain in, the United Kingdom and is permitted to take the employment in question, provided that it does not require the issue of a work permit
- 1.8 A registration card which indicates that the holder is entitled to take employment in the United Kingdom.

List 2

2. (a) A document issued by a previous employer, *Inland Revenue*, the *Department for Work and Pensions*, *Jobcentre Plus*, the *Employment Service*, the *Training and Employment Agency* (Northern Ireland) or the *Northern Ireland Social Security Agency*, which contains the national insurance number of the person named in the document; and
- (b) either:-
 - (i) a birth certificate issued in the United Kingdom, which specifies the names of the holder's parents; or
 - (ii) a birth certificate issued in the Channel Islands, the Isle of Man or Ireland; or
 - (iii) a certificate of registration or naturalisation as a British citizen; or
 - (iv) a letter issued by the Home Office to the holder, which indicates that the person named in it has been granted indefinite leave to enter or remain in the United Kingdom; or
 - (v) an Immigration Status Document issued by the Home Office, to the holder, endorsed with a United Kingdom Residence Permit, which indicates that the holder has been granted indefinite leave to enter or remain in the United Kingdom; or
 - (vi) a letter issued by the Home Office, to the holder, which indicates that the person named in it has subsisting leave to enter or remain in the United Kingdom and is entitled to take the employment in question in the United Kingdom; or

(vii) an Immigration Status Document issued by the Home Office, to the holder, endorsed with a United Kingdom Residence Permit, which indicates that the holder has been granted limited leave to enter or remain in the United Kingdom and is entitled to take the employment in question in the United Kingdom.

List 3

3.
 - (a) A work permit or other approval to take employment issued by Work Permits UK; and
 - (b) either:-
 - (i) a passport or other document endorsed to show that the holder has current leave to enter, or remain in, the United Kingdom and is permitted to take the work permit employment in question, or
 - (ii) a letter issued by the Home Office to the holder, confirming the same.

APPENDIX 2: FORMS

DECLARATION OF ELIGIBILITY FORM

Personal details

Please provide your full name and title(s); address post code and telephone number in the box below:

By completing this form, you are declaring that you are eligible to serve as a trustee for the *Liverpool Irish Festival*, a charity (registered number: 04800736) and that you are eligible and do declare that you

- are willing to act as a trustee
- understand *Liverpool Irish Festival's* purposes (objects) and rules set out in its governing document
- are not prevented from acting as a trustee because you have an unspent conviction for an offence involving dishonesty or deception
- are currently declared bankrupt (or subject to bankruptcy restrictions or an interim order)
- have an individual voluntary arrangement (IVA) to pay off debts with creditors
- are disqualified from being a company director
- have previously been removed as a trustee by us or the High Court due to misconduct or mismanagement
- are disqualified or barred from acting as a trustee of this charity under the Safeguarding Vulnerable Groups Act 2006.

You also declare that:

- the information you provide is true, complete and correct
- you understand that it's an offence under section 60(1) (b) of the Charities Act 2011 to knowingly or recklessly provide false or misleading information
- your organisation's funds will be held in its name in an account in England or Wales
- you will comply with your responsibilities as trustees set out in the Charity Commission's guidance '[The essential trustee \(CC3\)](#)'.

Please write your name, signature and today's date below:

DECLARATION OF INTERESTS FORM

As a member of the *Liverpool Irish Festival*/trustee Board I have set out below my interests in accordance with the organisation's conflicts of interest policy.

Category	Please give details of the interest and whether it applies to yourself or, where appropriate, a member of your immediate family or some other close personal connection
What is your current employment? Do you have any previous employment in which you continue to have a financial interest?	
Please list your appointments (voluntary or otherwise) e.g., trusteeships, local authority membership, tribunals etc.	
Please cite your membership of any professional bodies, special interest groups or mutual support organisations	
Do you hold investments in unlisted companies, partnerships and other forms of business, major shareholdings and beneficial interests that could cause concerns?	
Please cite any substantial gifts or hospitality offered to you by external bodies and whether this was declined or accepted in the last twelve months	
Do you use - or care for a user - of the organisation's services?	
Do you have any contractual relationship with the charity or its subsidiary and/or any other conflicts that are not covered by the above?	
Are you a member of any funding bodies/grant making trusts?	

Trustee statement

To the best of my knowledge, the above information is complete and correct. I undertake to update as necessary the information provided, and to review the accuracy of the information on an annual basis. I give my consent for it to be used for the purposes described in the conflicts of interest policy and for no other purpose.

Please write your name, signature and today's date below:

--



PHOTOGRAPHY AND FILM CONSENT RELEASE: FOR OFFICE USE

The *Liverpool Irish Festival* (charity number: 110126; company number: 4800736) captures photos and film of its publicly held events for use in our promotional materials (print and online) and reports to funders. In the course of work, such images may be used by partners -or the media- to promote our events and activities, or be used on social media to raise awareness of such work. More details are below.

By signing this form, you consent for you and/or your child/children/charges to be filmed/photographed/recorded at this event.

Name of child (please print name)	
Name of parent/guardian (please print)	
Signature of parent/guardian	
Date (today)	
Image numbers (office use only)	

Additional details

The Festival will only keep images that are decent in terms of content, tone and quality. Any image in which any one is caught in a situation deemed to be indecent (e.g., in a state of significant discomfort, obviously indecently exposed or showing distress) will be erased.

No remaining images or recordings will be sold, but they may be shared with third parties for the purpose of Festival or Festival work promotion. Our documentation will be held in an archive indefinitely and used as required. Where consent is given, the forms will exist with the archive.

Photography and videography in public spaces is permitted under English and Welsh law. Your identification within the output is understood to be incidental to our needs and use, but we do recognise it is a visual record and potential identifier of your attendance.

Consent is sought and granted in support of best practice principles of positive safeguarding, documentation and with the knowledge that the outputs (image or film) may be used by us in future, in any of the ways outlined above.



PHOTOGRAPHY AND FILM CONSENT RELEASE: TO GIVE TO SIGNATORY

The *Liverpool Irish Festival* (charity number: 110126; company number: 4800736) captures photos and film of its publicly held events for use in our promotional materials (print and online) and reports to funders. In the course of work, such images may be used by partners -or the media- to promote our events and activities, or be used on social media to raise awareness of such work. More details are below.

Today, you provided content for you and/or your child/children/charges to be filmed/photographed/recorded at a Festival event.

Date (today)	
Image numbers (office use only)	

Additional details

The Festival will only keep images that are decent in terms of content, tone and quality. Any image in which any one is caught in a situation deemed to be indecent (e.g., in a state of significant discomfort, obviously indecently exposed or showing distress) will be erased.

No remaining images or recordings will be sold, but they may be shared with third parties for the purpose of Festival or Festival work promotion. Our documentation will be held in an archive indefinitely and used as required. Where consent is given, the forms will exist with the archive.

Photography and videography in public spaces is permitted under English and Welsh law. Your identification within the output is understood to be incidental to our needs and use, but we do recognise it is a visual record and potential identifier of your attendance.

Consent is sought and granted in support of best practice principles of positive safeguarding, documentation and with the knowledge that the outputs (image or film) may be used by us in future, in any of the ways outlined above.

Contact

If you need to contact us about this matter, please email the Festival on info@liverpoolirishfestival.com. We aim to return replies within a working week, if not sooner.