





Service Agreement

For	Inspiring Futures Team Doncaster Children's Services Trust (DCST)
By	St Leger Homes of Doncaster (SLHD)
For the Provision of	Properties and subsequent property management to Doncaster Children's Services Trust, Inspiring Futures Team, to accommodate vulnerable care leavers.
Effective Dates	1st April 2018 – 31st March 2021

Approval

By signing below, all approvers agree to all terms and conditions outlined within this agreement.

Authorisation Type and Organisation	Signature	Printed Name and Job Title	Date of Signature
Duly Authorised for and on behalf of SLHD		Steve Waddington Director of Housing	12.12.18
Lead Officer authorised for and behalf of SLHD		Mark Steward Head of Access to Homes	30/11/2018

Duly Authorised for and on behalf of DCST		Service Manager	
Lead Officer authorised for and behalf of DCST		Andy Hood Senior Head of Service	

Service Agreement between
St Leger Homes of Doncaster (SLHD) and
Inspiring Futures
Doncaster Children's Services Trust (DCST)

This Service Agreement forms the basis of a contract between St Leger Homes of Doncaster (SLHD) and the Inspiring Futures Team Doncaster Children's Services Trust (DCST) regarding the provision of suitable accommodation to house care leavers. The agreement lays out the respective roles and responsibilities of each party in the provision of the service.

Revision History

Date of this revision:	February 2018
Date of next review:	February 2021
Responsible Officer:	Access and Allocations Service Manager

Version Number	Version Date	Author/Group commenting	Summary of Changes
0.9	May 2017	Lead Officer	Agreed and signed, A. Hood on annual leave, SLA to be sent to SLHD Director for final approval and signature
0.10	November 2017	Business Assurance Officer	Updated job titles
1.0	February 2018	All Officers	Final Approval Signature
1.1	March 2017	Business Assurance Officer	Reformatted to 2017/18 SLA Doc
1.2	February 2018	DCST Lead Officer / Strategic Officer Approval	Approval and Signatures
1.3	February 2018	Access and Allocations Service Manager	Approved and Signed by Access and Allocations Service Manager on behalf of Mark Steward Head of Access to Homes
1.4	March 2018	Business Assurance Officer	Sent to Steve Waddington for final approval and signature
2.0	May 2018	Steve Waddington	Approval / Final Signature Line (to be confirmed)
2.1	March 2018	Business Assurance Officer	3 year review dates (unless a substantial change occurs) and slight amendment relating to the Doncaster Growing together Housing Work stream
2.2	July 2018	Business Assurance Officer	Inserted Data Protection Statement and Appendix

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1. Introduction

1.1 This Service Agreement (SA) forms the basis of a partnership between St Leger Homes of Doncaster (SLHD) and the Inspiring Futures Team Doncaster Children's Services Trust (DCST) regarding the provision of suitable accommodation to house all care leavers. The agreement lays out the respective roles and responsibilities of each party in the provision of the service.

1.2 This agreement does not cover 16 or 17 year olds who are homeless and not Looked After Children, please see the 16/17 year old joint protocol between SLHD and DCST.

The purpose of the SA is to:

- 1.3
- Enable Access to appropriate accommodation by care leavers.

2. Aims

The aims of this SA are:

- 2.1
- To agree the outputs of the service;
 - To clarify the respective roles of each party in the agreement;
 - To clarify service specification;
 - To set service standards and monitoring arrangements;
 - To agree an annual fee or charging mechanisms and rates.

3. Duration

3.1 This SA will commence on 01 April 2018 until 31 March 2021, (subject to change as required).

3.2 The notice period of this SA by either party is six months. Notice will be received in writing. Reasons for giving notice include:

- The service is no longer required;
- The service is not being delivered as agreed.

4. Service Specification

4.1 The description of services for the provision of accommodation to be provided by each party as follows.

The DCST Inspiring Futures Team will:

- 4.2
- Identify care leavers who are suitable for the accommodation project and potentially able to sustain a tenancy with floating support if this is assessed as appropriate by their Personal Advisor/Social Worker;

- Complete the Pro-forma in Appendix A to notify SLHD of:-
 - The accommodation unit requirement;
 - The preferred location;
 - The required furniture pack
 - The care leaver details for the correct tenancy to be offered;
 - The Housing Register reference number;
- Provide written confirmation to SLHD of the suitability of a property for the care leaver;
- Comply with the service procedure as contained in Appendix B;
- Ensure that the care leaver: -
 - Can afford the property
 - Is tenancy ready; and have committed to completing the Keys to My Future and must have completed sections 2 and 3 prior to signing;
 - Is suitable for the properties suggested;
 - Is on the SLHD Housing Register and assist in providing any supporting information such as ID;
 - Has a support plan (Pathway Plan) and appropriate risk assessments in place (detailed in 4.3);
 - and Personal Advisor/Social Worker or Support Worker attend viewings and sign-up appointments promptly to reduce potential void rent loss; within five working days.
- Support;
 - Care leavers to enable them to manage their property and their tenancy in a sustainable way and the relevant professional contact to pass onto the Housing Management Team;
 - Accompanying the care leaver to both the accompanied viewing and sign up to the property;
 - The care leaver with their end of support intervention move on plans, either staying in property, joining the housing register or other;
- If a care leaver ends their Licence/Tenancy and leaves the property, DCST Inspiring Futures Team will (upon becoming aware of the situation) will work closely with SLHD to identify another care leaver to take over the tenancy and liaise with the care leaver to support them to hand the keys back to SLHD
- Either ensure a tenant is available, as rent would be immediately payable on handover of keys, if not DCST Inspiring Futures Team will incur SLHD rent loss charges. Or :-
- Hand the property back to SLHD within 7 working days of the property becoming empty ensuring it is clear of any items.
- For those on Universal Credit (UC) for a request to be made to Housing Benefit to be paid directly to SLHD

4.3 The Inspiring Futures Team Manager will ensure:

- **That a Pathway Plan is completed and provided to SLHD in respect of all care leavers and any areas of risk are identified, including offending or chaotic behaviour.**
- This includes where a Care leaver has offending behaviour which is managed by either South Yorkshire Police (SYP) Public Protection Unit or MAPPA (Multi-Agency Public Protection Arrangements) where SYP will need to carry out a risk assessment on the property location and type prior to an allocation being made.
- One element of the Pathway Plan will be a commitment on the part of the Inspiring Futures Team Manager to provide support and assistance in terms of the care leaver accessing and maintaining housing benefits advice and support
- Other elements will include assisting them to manage their property and their tenancy in a sustainable way and the relevant professional contact to pass onto the Housing Management Team.
- Present Cases at Care Leavers At Risk (CLAR) panel when SLHD have notified the Inspiring Futures Team Manager of issues in respect of a Care Leaver.

SLHD will:

- Provide / Source properties suitable for Care Leavers at the request of the Inspiring Futures Team;
 - Up to 20 units of accommodation in any one year, on an 'as and when' basis;
 - The maximum amount of notice of a property becoming available;
 - Suitable property(s)' accumulated from existing vacancies, which will then be emailed to the Inspiring Futures Team Manager to agree whether a suitable property has been found;
 - Inform in writing the Inspiring Futures Team Manager as to when the property will be available from the Senior Home Choice Manager via email;
 - Carrying out normal landlord functions for example;
 - Repairs and maintenance;
 - Rent collection and general management of the licence.
 - Investigation and potentially take action (in close liaison with the DCST Inspiring Futures Team with a view to joint action), if a care leaver is in breach of their Licence/Tenancy and attend any subsequent risk management meetings
 - Record the properties on the Universal Housing & Abrisas System as rented to the Inspiring Futures Team where the tenant is a Care leaver under 18.
 - Allocate the properties on Licence to DCST to the care leaver where they are under 18 or on an introductory tenancy where they are over 18.
 - Notify the Inspiring Futures key workers within 5 working days if rent on a property is not paid by the care leaver Notify the Inspiring Futures worker when two weeks of tenant payments are outstanding.
 - Notify within 5 working days of any reported tenancy breaches other than rent.
- 4.4

- SLHD to attend CLAR panel when Care Leavers with a tenancy issues have been identified

5. Monitoring and Review

5.1 SA lead officers will meet every three months to review the operation of this service agreement and discuss performance against the agreed performance measures outlined in Appendix C, and on an exception basis, take forward any need for further review, amendment or action by means of a report to their respective management teams and / or SLHD Board.

5.2 DCST Inspiring Futures Team will monitor the service on a regular basis. The following elements will be monitored and performance provided by SLHD at quarterly intervals. (Contribute to NI147: % of care leavers assessed as living in suitable accommodation):

- Number of properties provided by SLHD
- Number of tenancies made permanent
- Number of tenancies terminated and the reasons why
- The level of sustainability after 12 months of withdrawal of support?

5.3 This agreement will be subject to an annual review process and will be subject to formal agreement between parties.

6. Quality Assurance

6.1 The above services will be provided by SLHD and DCST, who will endeavour to provide the highest possible quality of service.

6.2 SLHD will undertake client satisfaction surveys of care leavers who have experienced this service to identify levels of satisfaction and any actions to address dissatisfaction.

6.3 DCST Inspiring Futures Team Manager will gain feedback from Personal Advisors/ Social Worker and Key Workers regarding the quality and efficiency of working arrangements.

7. Dispute Resolution

7.1 Disputes will be discussed between the lead officers of both parties either at a review meeting or as they arise and will be resolved in a professional and amicable manner. Should disputes not be resolved at this level to a satisfactory conclusion for both parties, SLHD lead officer will liaise with the DCST Director of Children's

Social Care and DCST Lead officer liaise with SLHD Steve Waddington Director of Housing.

8. Fees

Below are the proposed costs to be paid for by DCST:

- 8.1
- Void rent loss
 - Rechargeable repairs for under 18s only.

9. Data Protection Statement

9.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, SLHD is the Controller and DCST is the Processor unless otherwise specified. The only processing that the Processor is authorised to do is listed in Appendix D by the Controller and may not be determined by the Processor.

9.2 Nothing within this Service Level Agreement (SLA) relieves the processor of its own direct responsibilities and liabilities under the 2018 Data Protection Legislation and the General Data Protection Regulations (GDPR). Please see Appendix D: Schedule of Processing, Personal Data and Data Subjects for further details.

10. Business Continuity

10.1 DC Assets and Property are subject to Business Continuity Management and is underpinned by a Business Continuity Plan (BCP) that incorporates a Disaster Recovery Plan and is available on request.

The BCP includes:

- 10.2
- Roles and responsibilities,
 - Timescales for the recovery and restoration of service(s),
 - What will be done in the event of a disaster,
 - How the service(s) will be recovered and restored in most appropriate timeframes.

10.3 All software in use is appropriately backed up and this software is kept up to date via a support contract with the software provider.

11. SLA Lead Officers and Contacts

Contact	Name and Job Title	Telephone Number	Email Address
SLHD	Steve Waddington Director of Housing (Anne Tighe - Executive Support Officer to Steve)	01302 862707	steve.waddington@stlegerhomes.co.uk
DCST	Julie Mephram, Director of Children's Social Care	01302 737768	Julie.mephram@dcstrust.co.uk

10. Day to Day Enquiry Contacts

Contact	Name and Job Title	Telephone Number	Email Address
SLHD	Access and Allocations Service Manager		
SLHD	Senior HomeChoice Support Manager		
SLHD	Senior HomeChoice Manager		
DCST	Team Manager		
DCST	Service Manager		
DCST	Andy Hood Senior Head of Service	01302 737559	andy.hood@dcstrust.co.uk

**Appendix A: Pro-forma
Property request Inspiring Futures Team**



Please complete in full and e mail to St Leger Homes

Applicants name:	
Date of Birth:	
Housing Application number <i>Please note this request will not be accepted if there is not an active housing application registered.</i>	
Address:	
Contact telephone	
Area preference	
Property type and bed size. Please list details of any other household members and their status.	

Inspiring Futures Workers Details	Name	
	Telephone Number	
	Email	
Other support workers - please list names and organisations		
Contact telephone		
E-mail:		
Has the applicant completed section 2 and 3 to Keys to my Future?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

Details of current support package they are receiving		
Details of any support you believe they will require to manage an introductory tenancy.		
Any former council tenant rent arrears:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, how much and has a payment arrangement been set up? Details of arrangement		
Accommodation requirements - including any relevant information which may affect any offer of accommodation or the type or location of property		
Any medical requirements , including need for ground floor or adapted bathing:		
Safeguarding		
Is the applicant subject to MAPPA or VISOR monitoring by South Yorkshire Police	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Has a risk assessment been completed?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If so please disclose any relevant information below which may affect type or location of property offered, sex or number of visiting officers.		
Further information		

Data Protection Act 1998

- The information / data collected on this form will only be used to assess your eligibility and needs for housing through the Inspiring Futures Team agreement with SLHD
- SLHD may share some of the information with external support agencies that you have agreed to be referred to in accordance with our data sharing arrangements.
- The data will be retained while you are a DMBC tenant.
- Please sign below to confirm you understand and agree with your personal information / data being used in the way

Customer Signature:



**Appendix B: Procedures
PROCEDURE DOCUMENT – ST. LEGER HOMES OF DONCASTER**

Directorate	Housing Services
Section	Access to Homes
Service Area	Doncaster HomeChoice
Procedure Title	Procedure for Inspiring Futures SA
Procedure Ref.	
Date	June 2016
Review Date	March 2017

DOCUMENT CONTROL

Revision History

Date of this revision:	November 2018
Date of next review:	April 2021
Responsible Officer:	Access and Allocations Service Manager

Version Number	Version Date	Author/Group commenting	Summary of Changes
0.1	June 2016	Business Assurance Officer	Initial Draft – information taken from initial SA Draft
0.2	February 2017	Senior HomeChoice Manager / Homelessness Reduction Act Implementation Manager	Amendments to page 1, 13 &14.
0.3	March 2017	Income Management Team Leader	Amendments to Appendix B, E3
1.0	March 2017	Access and Allocations Service Manager	Procedure Approval
2.0	November 2018	Homelessness Reduction Act Implementation Manager, / Service Manager	Procedure agreed

ACTION	BY WHOM	TIMESCALE (where applicable)	
A: Process to be completed before contacting SLHD for a Property	DCST	As required	
A1	Identify suitable care leavers who should be able to manage a tenancy with floating support if deemed in Inspiring Futures Assessment as required.	Personal Advisor /social worker or Key Worker	As required
A2	Ensure the care leaver has completed or is halfway to completing the DCSTs Keys to my Future programme	Personal Advisor /social Worker or Key Worker	As required
A3	Ensure that the Care Leaver is on the SLHD Housing register and support them with ID requirements as required	Personal Advisor / social worker or Key Worker	As required
A4	Conduct a financial assessment to ensure affordability (including any furniture packages that may be required if available)	Personal Advisor / social worker or Key Worker	As required
A5	<ul style="list-style-type: none"> • The Inspiring Futures Team Manager will ensure that a /Pathway Plan Part 2 (accommodation section (PP2) is completed and enclosed in respect of the care leaver and any areas of risk are identified, including offending or chaotic behaviour. • This includes where a Care leaver has offending behaviour which is managed by either South Yorkshire Police (SYP) Public Protection Unit or MAPPA (Multi Agency Protection Panel) where SYP will need to carry out a risk assessment on property location and type prior to an allocation being made. • One element of the PP2 will be a commitment on the part of the Inspiring Futures Team Manager to provide support and assistance in terms of the care leaver accessing and maintaining housing benefits advice. • Other elements will include assisting them to manage their property and their tenancy in a sustainable way and the relevant professional contact to pass onto the Housing Management Team. 	Inspiring Futures Team Manager	As required

A6	Complete the Property Request Inspiring Futures Team Form	Personal Advisor / social worker or Key Worker	As required
B: SLHD Processing Accommodation Request			
B1	Completed form received from Inspiring Futures Team	Senior HomeChoice Manager	As sent by DCST
B2	The SLHD Home Choice Manager will source a suitable property(s) from arising voids and inform the Inspiring Futures Team Manager appropriate timescales as to when the property will be available. Confirmation will be sent in writing (via email)	Senior HomeChoice Manager	N/A
B3	If it is agreed that the proposed property is suitable for the care leaver then the agreement will be sent back to SLHD Home Choice Manager in writing (via e. mail)	Inspiring Futures Team Manager	Within 48 hours of sending the property details to Inspiring Futures Team Manager
B4	Confirm and place a note on the Home Choice IT Management System that the property is to be allocated to the Inspiring Futures Team where the care leaver is under 18.	Appropriate HomeChoice staff	As soon as the property is offered.
C: Viewings and Sign-Up			
C1	Once agreement confirmation has been received the Personal Advisor and care leaver will agree to attend a viewing date with the SLHD in a timely manner to avoid void rent loss. .	Personal Advisor/Social Worker or Support Worker and care leaver	When appointment is given
C2	Once the property has become available the Personal Advisor/Social Worker or Support Worker and care leaver to sign up for the property (on a Licence Agreement for a care leaver under 18 or introductory tenancy for those over 18) and agree to terms set out within the agreement.	Personal Advisor/Social Worker or Support Worker and care leaver	When appointment is given
D: General Tenancy Notes / SLHD			
D1	Carrying out normal landlord functions i.e. repairs and maintenance.		
D2	Properties are to be recorded on St Leger IT Management System as rented to Inspiring Futures Team where the tenant is a Care leaver under 18.	SLHD Income Management Team Leader	

D3	Notify the Inspiring Futures key worker within 5 working days if rent on a property is not paid by the care leaver.	SLHD Rents Officer	
D4	The property will be allocated on Licence to DCST to the care leaver where they are under 18 or on an introductory tenancy where they are over 18.		
D5	SLHD will retain responsibility for the rent collection and general management of the licence.		
D6	If a care leaver is in breach of their Licence/Tenancy, SLHD will investigate and take action in close liaison with the DCST Inspiring Futures Team with a view to joint action.		
E: Annual Reconciliation and End of Support Intervention			
E1	At the end of the financial year SLHD will:		
E2	Identify any outstanding rents owed for those under 18. Any rent in arrears will be invoiced at the end of each financial year to DCST.		
E3	Income Management Team Leader will notify DCST for the outstanding rent by Letter. DCST will arrange for payment to be made via E5		
E4	Identify, if there are any recharges payable during the tenancy following the SLHD Rechargeable Repairs Policy for example due to malicious damage to the property,		
E5	Invoice DCST for the recharges for under 18's only		
E6	Identify periods of non-occupation where a property is available, but no care leaver available to take up occupation, DCST meet the rental loss cost – SLHD to bill DCST via internal journal transfer		
E7	Should a Care leaver end their License / Tenancy and leave the property, SLHD will undertake a termination inspection and carry out any necessary repairs and identify any recharges in line with the SLHD Rechargeable Repairs Policy. These will be invoiced to the DCST for those under 18.		
F: Inspiring Futures Team End of Support /Tenancy / License			
F1	Should a Care leaver wish to end their Licence/Tenancy they are required to give the appropriate notice and leave the property in accordance with the tenancy agreement.	Tenant/Licensee	

F2	It is intended at the end of the support intervention that where the Care leaver is a licensee, they will become an introductory tenant of the property when they become 18.	Estate Management Teams	
F3	At the end of the support intervention should the tenant wish to move and would like to join the housing register then their circumstances would be assessed in accordance with the housing allocation policy.		

Appendix C: Performance Measures, Key Performance Indicators (KPI) and KPI Targets

1.0 Principles

1.1 During the term of the Service Agreement (SA) the following Performance Measures and KPIs will apply

1.2 The objectives of performance measures and KPIs are to: -

- ensure that the services are delivered to a consistent quality standard that meets the requirements of SLHD;
- provide a mechanism whereby SLHD can understand the level of performance in the delivery of the services;
- promptly identify performance issues or service failures to enable corrective action plans (or Remedial Plans) to be developed and deployed.

2.0 Scope

2.1 This appendix sets out the KPIs which the overall performance of the service provider shall be monitored and service failure trends identified.

2.2 Performance shall be managed as follows: -

- by the completion as applicable of customer satisfaction surveys after the receipt of a service;
- at SA level by the lead officers for SLHD and DCST, using the management information provided by the DCST service provider;
- the number of SA review meetings shall be set in accordance with the value of the SA, but no less than 1 per year. The SA meetings do not replace any operational liaison meetings required. See the SA Monitoring procedure.

2.3 Any performance issues, non-compliance or failures in relation to daily operations will be managed by the lead officers of SLHD and DCST.

2.4 Any performance issues, non-compliance or failures in relation to the SA will be managed by the SLHD Lead officer, and escalated as required to the appropriate Director

3.0 KPIs and KPI Targets

3.1 During the term of the SA the performance measures and KPIs are set out in figure 1.

3.2 The DCST service provider shall use all reasonable endeavours to meet the KPI targets and shall establish processes to monitor its performance against agreed KPIs in order to report progress to SLHD.

3.3 The SLHD service user shall use all reasonable endeavours to ensure that information provided to the DCST service provider is accurate and correct in order for them to provide the service.

- 3.4 SLHD shall review progress against these KPIs to evaluate the effectiveness and efficiency with which the DCST service provider performs to fulfil its obligations to fulfil the SA.
- 3.5 Subject to consultation with the DCST/SLHD service provider, SLHD/DCST reserves the right to change KPI targets as required.
- 4.0 Remedies for failure to achieve KPIs and KPI targets
- 4.1 The lead officers from SLHD and the DCST service providers shall endeavour to identify the root cause of any failure to meet the required KPI and discuss and implement remedial actions to remedy it.
- 4.2 Table 1 shows KPIs and identifies the effects of service failure and without prejudice to any other rights and remedies arising under this SA.

Table 1 of Appendix C: Performance Measures, KPIs and KPI Targets

Category and Performance Requirement	Performance Levels / KPI Target	Period of measurement	Form of Measurement
Number of properties provided by SLHD	N/A	Monthly	Count
Number of tenancies made permanent	N/A	Monthly	Count
Number of tenancies terminated and the reasons why	N/A	Monthly	Count Report
Customer Satisfaction			
Customer satisfaction survey	100%	Quarterly	Report by exception (dissatisfaction)

Appendix D: Schedule of Processing, Personal Data and Data Subjects Data Protection

Nothing within this Service Level Agreement (SLA) relieves the processor of its own direct responsibilities and liabilities under the 2018 Data Protection Legislation and the General Data Protection Regulations (GDPR).

- The processor must
 - only act on the written instructions of the controller (unless required by law to act without such instructions);
 - ensure that people processing the data are subject to a duty of confidence;
 - take robust measures to ensure the security of processing;
 - only engage a sub-processor with the prior consent of the data controller and a written contract;
 - assist the data controller (SLHD) in providing subject access and allowing data subjects to exercise their rights under the GDPR;
 - assist the data controller in meeting its GDPR obligations in relation to:
 - the security of processing,
 - the notification of personal data breaches,
 - data protection impact assessments;
 - delete or return all personal data to the controller as requested at the end of the contract;
 - submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations;
 - tell SLHD the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state;
 - notify any personal data breaches to SLHD the controller in accordance with Article 33;
 - co-operate with supervisory authorities for example the ICO.

Table 2 of Appendix D: Data Processing Schedule

Data Controller	St. Leger Homes of Doncaster Ltd.	
Data Processor	Doncaster Children's Trust	
The subject matter of the processing	<p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.</i></p> <p><i>Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public.]</i></p>	
Duration of the Processing	1 st April 2018 to 31 st March 2021	
The nature and purpose of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>	
The type of personal data and categories of data subject	Type of personal data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
	Categories of data subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once processing is complete.	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>	