



Redruth Civic Centre, Alma Place, Redruth, Cornwall TR15 2AT

Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

Town Mayor: Cllr A Biscoe

Town Clerk: C Williams

See Distribution

Our Reference:
RTC/FC/Oct
Date:
21st October 2026

Dear Councillor

Monthly Meeting of the Redruth Town Council – 26th October 2026

You are summoned to attend a Meeting of the Redruth Town Council to be held in The Langman Room, Redruth Civic Centre, Alma Place on Monday 26th October 2026. Proceedings will commence at 7:00pm.

The Agenda and associated papers are enclosed for your reference and information.

Yours sincerely

A handwritten signature in black ink that reads "Charlotte Williams".

Charlotte Williams
Town Clerk
Enclosures

Agenda and associated documentation

Distribution:

Action:

All Redruth Town Councillors

Information:

Press & Public

Cornwall Councillors (Redruth EDs)

Police Inspector

Monthly Meeting of the Redruth Town Council
26th October 2026
AGENDA

PART I - PUBLIC SESSION

1. To receive apologies for absence.
2. Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda.
3. Public participation session – to enable the public to put questions to the Council relating to any Town Council matters.
4. To receive reports from the Town Mayor and Deputy Town Mayor.
5. To receive reports from the divisional Cornwall Councillors.
6. To receive correspondence (see attached)
7. To confirm the Minutes of the Monthly Meeting of the Council held on 28th September 2026 (Minutes attached)
8. To receive the Minutes as reports of the following committees and meetings, and to accept and approve the Recommendations and Resolutions contained within the Minutes of the:

Planning Committee – 28th September 2026 (see attached Minutes)
Community Committee – 5th October 2026 (see attached Minutes)
Full Council – Extraordinary – 16 December 2024 (see attached Minutes)
Planning Committee – Extraordinary – 20th October 2026 (see attached Minutes)
9. To consider and approve the following new policies:

Suite of Data Protection Policies (see attached)
Data Audit 2026/27
IT Policy
10. To consider and approve the new Strategic Plan 2026-2031 (see attached)
11. To consider the Town Clerk's two reports. (reports attached)
12. To receive brief verbal updates from Members as representatives on outside bodies.
13. To consider and approve the schedule of payments. (see attached schedule)

PART 11 – PRIVATE SESSION – Exclusion of the Press and Public

The Council is invited to pass the following resolution:- That pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the press and public be excluded from the Meeting for the following item of business, by reason of the confidential nature of the business to be transacted.

14. To consider a report from the Deputy Town Clerk and Town Clerk on the Clocktower.
15. To receive a verbal update on the potential Data Breach investigation.

REDRUTH TOWN COUNCIL

REPORT FOR: Meeting of the Council 26th October 2026

1.0 SUBJECT OF REPORT: Report from Deputy Town Mayor, Cllr Paul Broad

2.0 SUMMARY OF IMPLICATIONS

- | | | | |
|----|-----------|---|----|
| a. | Policy | - | No |
| b. | Financial | - | No |
| c. | Legal | - | No |

3.0 REPORT

Please see below the summary of my engagements this month.

3.1 A fairly quiet month as I had intense staff training at GWR.

I attended the 10th Birthday party celebrations at Gweal an Tops which went very well indeed.

We had a very successful evening at the Nepalese Gurkha in green lane, raising a total of £1510 for the Nepal flash flood disaster. Sincere thanks to local business's for donating raffle prizes.

Still chasing a 'no dogs beyond this point' sign for Treskerby play park, liaising with Connor Donithorne.

And arranging a FREE I.T support session(s) at Redruth Highway Community Hub for our service users.

Also looking into arranging a festive lunch for above.

Preparing for our charity community firework display at St Rumons Club on Nov 7th, All Welcome £1 per person.

Regards Paul Broad
Deputy Town Mayor

4.0 RECOMMENDATION

That this report be noted.

Re: Joint request for exceptional financial assistance

From Benjamin Ingall <ben.ingall@gmail.com>

Date Mon 19/10/2026 13:08

To Charlotte Williams <townclerk@redruth-tc.gov.uk>

Cc Steve Davey <finance@redruth-tc.gov.uk>; Helen Bardle <rfo@redruth-tc.gov.uk>; Manny H <manny817@yahoo.com>; imelda Martin <Imeldamartin@outlook.com>

Hi Charlotte,

That's excellent, thank you for your swift reply.

Regarding the first part of my email, any financial assistance towards the businesses affected would be very gratefully received.

I've been in contact with the four other independent businesses involved and am currently working to obtain their agreement for me to pursue funding enquiries on their behalf. I'm also gathering details of the damage, repair quotations, insurance cover and associated excesses so we can establish the overall financial impact.

When I initially approached the businesses, I was quite surprised by the differing views on the incident and how best to respond. This was further complicated by a number of thoughtless and insensitive comments on our Facebook post regarding the possibility of setting up a GoFundMe campaign.

Having given it some further thought, I've decided that a more constructive approach would be to pursue two separate initiatives:

1. **Approach local organisations, Cornwall Council, the Chamber of Commerce and other relevant bodies** for financial assistance, funding opportunities and guidance to help the affected businesses.
2. **Establish a separate GoFundMe campaign for local mental health charities**, turning a very unfortunate incident into something positive by raising both funds and awareness.

I believe both initiatives could benefit enormously from the support and involvement of the local council and other relevant organisations.

Thank you again for your response and willingness to help. It's very much appreciated.

Kind regards,

Ben Ingall

On Mon, 19 Oct 2026 at 12:34, Charlotte Williams <townclerk@redruth-tc.gov.uk> wrote:

Dear Ben

Thank you for your email, which is timely as I will take it to Full Council under Correspondence and provide you with a response from Council regards your requests.

As you may have seen we have set up a charitable donations point in our library which is currently gaining traction in terms of donations. We are operating this for one month and on 16 November, we will empty it and share the money between the affected businesses directly.

You may also wish to contact the Business rates team at Cornwall Council and speak to the Head of the team, Ian Stevens to see if there is any hardship assistance that they can provide as they collect the business rates, which we, at Town Council level do not.

I have copied this to the Chamber of Commerce so you have their email and also, they can see our response to you.

I will revert back to you after Full Council on 26 September.

With best wishes and thank you for all you are doing,

Charlotte

Charlotte Williams FRSA, PSLCC

Town Clerk

Redruth Town Council

Consel An Dre Resrudh

Redruth Civic Centre

Alma Place

Redruth

Cornwall TR15 2AT

Tel: 01209 210038

Mob: 07764 339530

E-mail: townclerk@redruth-tc.gov.uk

www.redruth-tc.gov.uk

'Redruth Town Council supports equality, inclusion and diversity.'

From: Benjamin Ingall <ben.ingall@gmail.com>

Sent: 19 October 2026 12:26

To: Steve Davey <finance@redruth-tc.gov.uk>; Charlotte Williams <townclerk@redruth-tc.gov.uk>

Subject: Joint request for exceptional financial assistance

Dear Redruth Town Council,

I am writing on behalf of five independent businesses in Redruth following the recent distressing incident in which a number of shop windows were deliberately smashed, causing thousands of pounds worth of damage.

First and foremost, it is incredibly sad that the individual involved is reportedly experiencing significant mental health difficulties. It highlights wider concerns about the availability of mental health support and the consequences when people are unable to access the help they need.

However, there is also another side to this incident that cannot be overlooked.

Five small independent businesses – Growbox, Will Power, the Book Shop, YFC and Cash Generator – are now facing substantial repair bills through absolutely no fault of their own.

Many independent high-street businesses are already struggling with rising costs and the challenges of remaining financially viable. Incidents like this place further pressure on businesses that are working hard simply to survive. For some, unexpected costs of this nature can genuinely threaten their future.

Whilst some of the affected businesses have insurance, the excesses are considerable, and at least one business has been unable to obtain insurance cover at all.

We are therefore proposing a two-pronged approach and would very much welcome your support.

1. Financial assistance for the affected businesses

We are approaching local authorities, elected representatives, business organisations and other relevant bodies to ask for:

- **Direct financial assistance** towards the cost of repairing the damage and covering insurance excesses.
- **Details of any discretionary, emergency or other funding** that may be available to help small independent businesses in these circumstances.
- **Introductions to other organisations, businesses or funding bodies** that may be willing to contribute or offer assistance.

We appreciate that funding may be limited, but would be extremely grateful for any support, guidance or introductions you could provide.

In due course, I will collate a detailed breakdown of the five affected businesses, including the damage sustained, estimated repair costs, whether each business has insurance cover and, where applicable, the associated insurance excesses. This will provide a clearer picture of the overall financial impact and the level of assistance required.

2. Turning a negative incident into something positive – supporting local mental health charities

Alongside seeking assistance for the affected businesses, we would also like to establish a separate **GoFundMe campaign supporting two or three local mental health charities.**

Our aim is not simply to raise money, but also to raise awareness of the challenges surrounding mental health provision and the importance of early intervention and accessible support.

Sadly, this is not the first incident of its kind, and without adequate support, it is unlikely to be the last.

We would like to bring together the affected businesses, local organisations and the wider Redruth community to create a positive campaign, using our collective social media platforms

and community connections to maximise awareness and fundraising.

We would very much welcome your support in promoting this initiative, sharing the campaign and helping us identify suitable local mental health charities that could benefit.

Our message is simple: we want to support our struggling independent businesses whilst also doing something positive to support mental health services in our community.

We recognise that these are two separate issues, but believe that by working together we can make a meaningful difference on both fronts.

I would be extremely grateful if you could consider our request and let us know whether your organisation can offer any financial assistance, advice, introductions or support in promoting our proposed campaign.

Thank you for taking the time to read this and for any help you may be able to offer.

Please also could this be forwarded to the Redruth Chamber of Commerce as I can't locate an email address for them.

Kind regards,

Ben Ingall

Cash Generator, Redruth

On behalf of the affected independent businesses

Redruth, Cornwall

m.07557 803230

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Ben Ingall

m.07557 803230



Redruth Civic Centre, Alma Place, Redruth, Cornwall TR15 2AT

Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

Town Mayor: Cllr A Biscoe

Town Clerk: Mrs C Williams

**Minutes of a Meeting of the Redruth Town Council held at Redruth
Civic Centre, Alma Place, Redruth on Monday 28th September
2026**

Present:

Cllr A Biscoe	Chair
Cllr P Broad	Vice Chair
Cllr E Allen	
Cllr S Barnes	
Cllr H Biscoe	
Cllr K Cunningham	
Cllr B Ellenbroek	
Cllr R Jolly	
Cllr A Mays	
Cllr D Reeve	
Cllr I Thomas	
Cllr W Tremayne	

In attendance:

Mrs C Williams	Town Clerk
Mrs H Bardle	Deputy Town Clerk & Responsible Finance Officer
Mrs J Cockerham-Harris	Minute Taker
Ms J Turner	Senior Library Officer
Mrs C Rundle	HR Manager
Ms L Ackerman	Community Liaison Manager
Mrs S Brown	Administration Supervisor
Mr S Sharples	Cornwall Council

3 members of the Youth Council

11 members of the public were also in attendance.

PART I – PUBLIC SESSION

Cllr A Biscoe read the two statements from Redruth Town Council regarding respectful conduct and audio recording of the meeting for minute taking purposes. Redruth Town Council, Cllrs Mays and Allen declared they were audio recording the meeting.

1677.1 To receive apologies for absence.

Apologies were received from Cllr Selwood, Cllr Morrison and Cllr Sally Harrison

1677.2 Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda.

Cllrs Thomas, Barnes, Allen and Jolly all declared an interest in item 5 on the Agenda.

1677.3 Public participation session – to enable members of the public to put questions to the Council relating to any items on the agenda.

1677.3.1 A member of the public addressed the Cllrs regarding the Lidl's planning application for Redruth. He asked the Cllrs to get consultation over the application to address concerns over traffic management. The Town Clerk stated there would be a public consultation with Lidl's to address any concerns. He also stated his concern over the rough sleepers in the town centre and Cllr A Biscoe stated the issue had been reported accordingly.

1677.3.2 A member of the public also stated her concerns over the Lidl planning application and asked Cllrs to consider other uses for the green space in question. Cllr Cunningham suggested that residents register their thoughts on the online planning portal. She also volunteered to assist with the Neighbourhood Priority Statement and the Town Clerk responded.

1677.3.3 A member of the public congratulated the Council on resident's pride in Redruth, thanks to the recent successful festivals. He went on to state the lesser amount of Full Council meetings would not offer enough opportunities for residents to

address the Council and would be an oversight. The Town Clerk clarified it was on the agenda for decision this evening.

1677.3.4 A member of the public updated the Cllrs on the organisation Fluxus' new location as well as their developments and plans for the future, stating the new location is a positive for Redruth.

1677.3.5 Cllr Allen read a statement from a resident voicing their opinion not to halve the number of Full Council meetings as it allowed for more transparency over public information.

1677.4 To receive a short presentation from Redruth Youth Council.

1677.4.1 A representative of the Youth Council asked Cllrs to consider the proposal to support the Youth Councillors to have a free stall at the monthly Town Market, as well as hold an event in Market Hall in January 2027, to involve and engage the youth groups of Redruth. The Town Clerk advised over the use of Market Hall as well as the partnerships involved with the Town Markets, and Cllrs Thomas and Allen commended the proposal. Cllr Thomas asked the Youth Council to consider having a table for the festival events throughout the year.

1677.4.2 Unanimously RESOLVED to Support the Youth Council to have a free stall at the Redruth Town Markets and use of Market Hall to hold an event for the youth groups of Redruth [Proposed by Cllr Ellenbroek; Seconded by Cllr Allen].

1677.5 To receive an update from Cornwall Council staff in relation to the proposed Devolution of Assets.

1677.5.1 Mr S Sharples clarified his position at Cornwall Council and explained the current point of discussion surrounding the Devolution of Assets and opened to questions. Cllr H Biscoe asked if there was any potential for the devolution of car parks to Redruth and Mr Sharples clarified the current situation with the potential for open discussions for the future. Cllr Ellenbroek asked for clarification over the maintenance requirements and contractual agreements for Treskerby Park, and Mr Sharples clarified any current agreements would be transferred over and be continued and he would clarify further any specific details.

1677.5.2 Cllr Thomas asked why Cornwall Council allow play equipment to fall into managed decline when deemed to be a health and safety risk. Mr Sharples asked for a specific example for reference and clarified the current system had to

prioritise health and safety concerns and focus resources on statutory issues. Cllr Barnes gave an example, and Mr Sharples clarified the reasoning of the decision and stated they were always looking for opportunities for grants and funding.

1677.5.3 Cllr Broad asked for an extra sign and dog bin for Treskerby Park and Mr Sharples stated he would look into it. Cllr Jolly stated there was difficulty in the Friends of Victoria Park attracting external funding due to ownership conditions and Mr Sharples stated he would look into the agreements for Victoria and Trefusis Park and if devolved to the Council, any arrangements would be within the Town Council's discretion. Cllr Cunningham asked for clarification over the use of glyphosate and if the parks weren't devolved, would the weedkiller be used. Mr Sharples stated this was not within his departmental knowledge but would investigate. Cllr Allen asked for clarification over staff needs in the case of devolution and the Town Clerk clarified.

1677.5.4 RESOLVED by Majority to continue the investigation into the Devolution of Assets from Cornwall Council [Proposed by Cllr Barnes; Seconded by Cllr Ellenbroek; Cllrs Allen and Jolly were against].

1677.6 To receive reports from the Town Mayor and Deputy Town Mayor.

1677.6.1 The reports were summarised and noted.

1667.7 To receive reports from the Divisional Cornwall Councillors.

1667.7.1 Cllr Ellenbroek passed along apologies from Cllr Donnithorne. Cllr Allen asked for any further information regarding the hole in Berryman's Bakery and Cllr Reeve provided an update. The Town Clerk stated the Business Liaison Manager could visit them and to ask Cornwall Council to speak to them as well.

1667.2 Cllr Allen commented on some fly-tipping that was on private land, and the Town Clerk stated it was being addressed.

1677.8 To confirm the Minutes of the Monthly Meeting of the Council held on 27th July 2026.

1677.8.1 Unanimously RESOLVED to confirm the minutes of the Monthly Meeting of the Council held on 27th July 2026 [Proposed Cllr A Biscoe; Seconded Cllr Barnes].

- 1677.9 To receive the Minutes as reports of the following committees and meetings, and to accept and approve the Recommendations and Resolutions contained within the Minutes of the:**
- 1677.9.1 Staffing Committee – 13th July 2026**
- 1677.9.1.1 Unanimously RESOLVED to confirm the Minutes of the Staffing Committee held on 13th July 2026 [Proposed Cllr Reeve; Seconded Cllr A Biscoe].
- 1677.9.2 Finance Committee – 13th July 2026**
- 1677.9.2.1 Unanimously RESOLVED to confirm the Minutes of the Finance Committee held on 13th July 2026 [Proposed Cllr Barnes; Seconded Cllr Mays].
- 1677.9.3 Planning Committee – 27th July 2026**
- 1677.9.3.1 Unanimously RESOLVED to confirm the Minutes of the Planning Committee held on 27th July 2026 [Proposed Cllr H Biscoe; Seconded Cllr A Biscoe].
- 1677.9.4 Planning Committee – 24th August 2026**
- 1677.9.4.1 RESOLVED by Majority to confirm the Minutes of the Planning Committee held on 24th August 2026 [Proposed Cllr Reeve; Seconded Cllr A Biscoe; Cllrs Allen, Jolly and Thomas abstained].
- 1677.9.5 Asset Management Committee – 7th September 2026**
- 1677.9.5.1 RESOLVED by Majority to confirm the Minutes of the Asset Management Committee held on 7th September 2026 [Proposed Cllr Reeve; Seconded Cllr Allen; Cllr Cunningham abstained].
- 1677.10 To consider the Town Clerk's report.**
- 1677.10.1 Unanimously RESOLVED to approve Cllrs Mays and Ellenbroek joining the Staffing Committee [Proposed Cllr Barnes; Seconded Cllr H Biscoe].
- 1677.10.2 Cllr Allen discussed the proposal to include a new paragraph of ethical veganism within the Equality and Diversity Policy, asking where the paragraph would sit and that it was already covered within other sections of the document already. Cllr Cunningham clarified her personal standing to include the paragraph and clarified the differences between Ethical Veganism and plant-based veganism.

- 1677.10.3 RESOLVED by Majority to accept the policy as currently drafted [Proposed Cllr A Biscoe; Seconded Cllr Thomas; Cllrs Mays, Cunningham, Allen and Jolly Abstained].
- 1677.10.4 RESOLVED by Majority Not to accept the additional paragraph concerning ethical veganism [Proposed Cllr A Biscoe; Seconded Cllr Ellenbroek; Cllrs Reeve, Tremayne, Allen, Jolly, H Biscoe, Barnes and Thomas all Abstained].
- 1677.10.5 The Town Clerk clarified the context over the proposed meeting dates for 2027-28 and explained that a number of similar larger councils in Cornwall had moved to having Full Council meetings either every two months or quarterly and that work is conducted effectively through Committees and Working Groups. Cllr Barnes stated he did not see the feasibility of fewer meetings due to the length of them currently. Cllr H Biscoe echoed his concerns, and the Town Clerk further clarified the background thinking but reiterated it was up to Council to decide. Cllrs debated the pros and cons of fewer meetings, considering the length of meetings and allocating different points to other committees alongside working groups. Cllr Thomas asked for the 3rd day of the Pasty and Mining Festival to be added to the calendar.
- 1677.10.6 Unanimously RESOLVED to schedule Full Council dates to occur monthly, apart from August and to accept the other dates as per the calendar. [Proposed Cllr A Biscoe; Seconded Cllr Broad].
- 1677.11 To receive brief verbal updates from Members as representatives on outside bodies.**
- 1677.11.1 Cllr Ellenbroek gave an update for the Safer Town's Partnership with the various events over the year, alongside meeting the new Anti-Social Behaviour Case Worker for Redruth, who will make arrangements to introduce herself to Cllrs. The Town Clerk confirmed that she was scheduling a meeting with the new ASB Caseworker to enable progress reports to come to Council on a regular basis.
- 1677.11.2 Cllr Reeve gave an update for the Real Del Monte Twinning Association and that Gwealan Tops had invited everyone to their Trustees meeting. Cllr Mays gave an update of the Chamber of Commerce and Cllr H Biscoe gave an update on the Mineral Point Twinning Association. Cllr Ellenbroek also discussed UKPAC and asked local business in the town to sign up and come forward for any help required.

1677.11.3 Cllr A Biscoe extended the meeting by 40 minutes, as Chair at her discretion in line with Standing Orders.

1677.12 To consider the monthly Management accounts.

1677.12.1 Unanimously RESOLVED to confirm the monthly Management accounts [Proposed Cllr A Biscoe; Seconded Cllr H Biscoe].

1677.13 To consider and approve the schedule of payments.

1677.13.1 The DTC/RFO clarified the used of Adobe within the Council. Cllr Allen asked if there were any more cost-effective ways to avoid the subscription charges of Adobe and the DTC/RFO clarified the reasons why the subs are needed from an operational perspective. Cllr Allen asked for clarification over the Traffic Management costs for the International Mining and Pasty Festival and the DTC/RFO responded by confirming that the costs and use of the traffic management company was on health and safety grounds and had already previously been ratified. Cllr Allen also asked about the CCTV and ATV costs and the Town Clerk clarified.

1677.13.2 RESOLVED by Majority to approve the schedule of payments [Proposed Cllr Broad; Seconded Cllr A Biscoe; Cllr Allen abstained].

PART II – PRIVATE SESSION

The Council is invited to pass the following resolution: - That pursuant to the provisions of the Public Bodies (Admissions to the Meetings) Act 1960, the press and public be excluded from the Meeting for the following item of business, by reason of the confidential nature of the business to be transacted.

1677.14 To consider a report from the Deputy Town Clerk on the future of The Chambers.

1677.14.1 RESOLVED by Majority to accept the recommendation within the report. [Proposed by Cllr Barnes; Seconded by Cllr Thomas; Cllrs Allen & Jolly were against]

1677.15 To discuss a potential Data Breach.

- 1677.15.1 The Town Clerk and DTC/RFO stated that a report had been received alleging a potential personal data breach following a Part 2 meeting. Due to the seriousness of this matter, the attendees were asked to contact the Town Clerk the following day, with any relevant information and if this was not conclusive, then an independent fact-finding investigation would be undertaken.

Chair

DRAFT



Redruth Civic Centre, Alma Place, Redruth, Cornwall TR15 2AT

Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

Town Mayor: Cllr A Biscoe

Town Clerk: C Williams

**Minutes of a Meeting of the Planning Committee held at Redruth Civic Centre,
Alma Place, Redruth on Monday 28th September 2026**

Present:

Cllr H Biscoe
Cllr W Tremayne
Cllr S Barnes
Cllr A Biscoe
Cllr P Broad
Cllr A Mays

Chair
Deputy Chair

In attendance:

Mrs C Williams
Mrs H Bardle
Mr S Davey

Town Clerk
RFO/Deputy Town Clerk
Minute Taker

PART I – PUBLIC SESSION

1676.1 To receive apologies for absence

Apologies were received from Cllrs Morrison, Selwood and Reeve.

1676.2 Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda

None were declared.

1676.3 Public participation session – to allow members of the public to put questions to the Council relating to any matters relating to the Town Council

No members of the public were present.

1676.4 To confirm the Minutes of the Meeting of the Planning Committee held on 24th August 2026.

RESOLVED by MAJORITY that the minutes of the Planning Committee held on 24th August 2026 be accepted as a true and accurate record of proceedings, [Proposed Cllr Barnes; Seconded Cllr Broad; Cllr Tremayne abstained].

1676.5 To consider the planning applications

The planning applications were dealt with in accordance with the attached Annex A.

1676.6 Decision Notice Schedule

The Decision Notice Schedule was noted.

1676.7 Licensing Schedule

The Licensing Schedule was noted.

Chair

DRAFT

REDRUTH TOWN COUNCIL - PLANNING SCHEDULE
ANNEX A

All references for PA26 unless otherwise stated.

Meeting: Monday 28th September 2026

LIST 1

Unanimously RESOLVED that all the Applications on List 1 are supported en-bloc,
[Proposed Cllr Barnes; Seconded Cllr A Biscoe].

REF NO	CC REF	SITE AND PROPOSAL	WARD	DECISION
1	05655	Panorama Highway Lane Mount Ambrose Redruth Erection of single storey extension, construction of home office and associated works with variation of condition 2 in relation to decision notice PA25/07621 dated 19.11.2025	Central	Supported
2	06111	Bryher Trevingey Road Redruth Cornwall TR15 3DH Works to Trees within a Conservation Area (TCA) - T1 - Weeping Pear - Fell and replace with another weeping Pear. T2 - Fell and replace with a smaller tree. T3 - Birch - Fell and replace with Berberis Darwinii.	South	Supported

3	06321	Trengweath Clinic Penryn Street Redruth Cornwall TR15 2SP Non-material amendment in relation to decision notice PA22/06830 dated 24.10.2023 - The road previously shown as temporary is now shown as a permanent additional road, with the exit road re-aligned and the adjoining footpath diverted, this makes access to the site easier for all vehicle types. Revised layout of the roof-mounted photovoltaic array. Slight realignment of perimeter road to move this away from the site boundaries. Sub-station location indicated	South	Supported
4	06269	Silverdale 10 Trewirgie Road Redruth Cornwall TR15 2SX Works to trees subject to a Tree Preservation Order - Holm Oak crown lift secondary branches to a minimum of 5.5m from ground level to comply with highway standards	South	Supported
5	06216	DP Engineering 1 Jon Davey Drive Treleigh Industrial Estate Redruth TR16 4AX Proposed new compound roof	North	Supported
6	06519	Chyventon House Forth Noweth Redruth Cornwall Works to Tree covered by a Tree Preservation Order (TPO) - T1 – To remove storm damaged Conifer	North	Supported

LIST 2

REF NO	CC REF	SITE AND PROPOSAL	WARD	DECISION
7	05676	Land Adjacent to St Margaret's North Country Redruth TR16 4AA Construction of a dwelling.	North	A proposal to support the application was put to the meeting [Proposed Cllr Tremayne, Seconded Cllr Broad]. RESOLVED by Majority not to support the application due to overdevelopment and concerns about the highways situation. Cllrs Broad, Mays and Tremayne voted for the proposal; Cllrs A Biscoe, H Biscoe and Barnes voted against. Cllr H Biscoe had the casting vote against the proposal.
8	05105	The Bike Chain 82 Mount Ambrose Redruth Cornwall Proposed conversion and extension of existing class E buildings to 4no. residential dwellings	Central	RESOLVED by Majority to not support the application due to concerns over infill parking and amenity space [Proposed Cllr H Biscoe, Seconded Cllr A Biscoe]. Cllr P Broad voted against the motion.

9	06363	Land At Bartles Industrial Estate North Street Redruth Cornwall Construction of single storey commercial unit and associated works	North	RESOLVED by Majority to support the application [Proposed Cllr Barnes, Seconded Cllr Mays]. Cllrs Broad and Tremayne abstained.
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Redruth Civic Centre, Alma Place, Redruth, Cornwall TR15 2AT

Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

Town Mayor: Cllr A Biscoe

Town Clerk: C Williams

**Minutes of a Meeting of the Community Committee held at
Redruth Civic Centre, Alma Place, Redruth
on Monday 5th October 2026**

Present:

Cllr I Thomas
Cllr B Ellenbroek
Cllr S Barnes
Cllr A Biscoe
Cllr H Biscoe
Cllr R Jolly
Cllr D Reeve
Cllr J Morrison

Chair
Vice Chair

In attendance:

Mrs C Williams
Mrs H Bardle
Mrs J Turner
Ms L Akerman
Ms M Mantell
Mr Stuart Denyer
Mrs S Brown
Cllr A Mays

Town Clerk
Responsible Finance Officer/Deputy Town Clerk
Senior Library Officer
Community Liaison Manager
Events Coordinator
Deputy Library Officer
Administration Supervisor

There were no members of the public in attendance.

PART I – PUBLIC SESSION

Cllr Thomas, Chair of the meeting read the two statements from Redruth Town Council regarding respectful conduct and audio recording of the meeting. Cllr Jolly and Redruth Town Council declared they were audio recording the meeting.

1678.1 To receive apologies for absence

Apologies were received from Cllr Allen, Cllr Broad and Cllr Cunningham.

1678.2 Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda

None were declared.

1678.3 Public participation session – to enable members of the public to put questions to the Council relating to any items on the agenda

No questions were raised.

1678.4 To confirm the Minutes of the Meeting of the Community Committee held on 6th July 2026.

Unanimously RESOLVED to confirm the minutes of the Community Committee meeting held on 6th July 2026. [Proposed Cllr A Biscoe; Seconded Cllr Barnes].

1678.5 Report from the Senior Library Officer.

1678.5.1 The Senior Library Officer took the Community Committee through the report that was distributed with the agenda.

1678.5.2 Cllr Ellenbroek promoted the loyalty card scheme run by the library.

1678.5.3 The Town Clerk paid tribute to the hard work and dedication of the Senior Library Officer and the library team, particularly highlighting the breadth of activities now offered at the library.

1678.6 Reports from the Community Liaison Manager.

1678.6.1 The Community Liaison Manager took the Community Committee through the report that was distributed with the agenda and further advised that since the report had been submitted the Youth Council had received approval for a market stall every month at Redruth Market.

1678.6.2 The Town Clerk thanked the Community Liaison Manager for their hard work during a challenging and busy period and highlighted the benefits of the volunteer directory that is due to be launched at the Annual Town Meeting in November.

1678.6.3 The Senior Library officer commended the recent Emergency Plan Exercise held at the council, stating that it was very informative.

1678.7 Report from the Events Coordinator, on the work of the Communications Team.

1678.7.1 The Events Coordinator took the Community Committee through the report that was distributed with the agenda and informed the Committee of an email received from a community stallholder, expressing their gratitude for how well the Youth Fest had been organised.

1678.7.2 The Town Clerk commended the Events Coordinator for their efforts in programming such successful events and highlighted the smoking of the stacks as an event enjoyed by many.

1678.7.3 Cllr Ellenbroek paid tribute to the success of Youth Fest and commended the Community Liaison Manager for her support of the Youth Council. She also praised the Facilities team for their hard work and commitment to ensuring these events run smoothly, to which the Town Clerk and Cllr Barnes agreed.

1678.7.4 Cllr Thomas brought to the Councils attention the positive comments he has received regarding the Fun Day and commended the organisation of this event.

1678.7.5 Unanimously RESOLVED to note to reports en-bloc. [Proposed Cllr Thomas; Seconded Cllr Ellenbroek]

Chair



Redruth Civic Centre, Alma Place, Redruth, Cornwall TR15 2AT

Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

Town Mayor: Cllr R S Barnes

Town Clerk: Ms C Caldwell

Minutes of a Meeting of the Redruth Town Council held in the Redruth Civic Centre on
Monday 16th December 2024

Present: Cllr S Barnes Chair
Cllr A Biscoe
Cllr H Biscoe
Cllr P Broad
Cllr M Brown
Cllr B Ellenbroek
Cllr K Grasso
Cllr R Major
Cllr D Reeve
Cllr C Skinner
Cllr I Thomas

In attendance: Ms C Caldwell Town Clerk
Ms A Hunt Operations Officer
Mrs H Bardle Responsible Finance Officer

PART II – PRIVATE SESSION

The Council is invited to pass the following resolution: - That pursuant to the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the press and public be excluded from the Meeting for the following item of business, by reason of the confidential nature of the business to be transacted.

1604.1 To receive apologies for absence

Apologies were received from Cllr Craze, Garrick and Tremayne.

1604.2 Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda

None were declared.

1604.3 To receive a presentation on the Organisational Review by the Council's Senior Management Team and Skylite Associates.

A presentation was received on the Organisational Review and a slide deck was presented by Skylite Associates. This covered research findings, the rationale behind the proposed new organisational structure and the financial implications.

1604.4 To consider the recommendations in the associated report

The report which had been circulated prior to the meeting to Councillors, was discussed and considered. The report included research findings, emerging Strategic Objectives, new proposed organisational structure and financial analysis.

Questions were asked by Cllrs Thomas and Ellenbroek on the role of the business liaison function, specifically that they believed it should not be about business support as there were already organisations doing this and the Council is not paid by the businesses. It was clarified that the focus of the role was around income generation and sponsorship and building stronger relationships with businesses, including those on the industrial estates.

RESOLVED by majority to accept and note the report and recommendations contained within it, subject to the budget being accepted in January. [Proposed Cllr A Biscoe; Seconded Cllr Ellenbroek; Cllr Thomas abstained.]

Chair



Redruth Civic Centre, Alma Place, Redruth, Cornwall TR15 2AT
Tel No: 01209-210038 e-mail: admin@redruth-tc.gov.uk

Town Mayor: Cllr A Biscoe

Town Clerk: C Williams

**Minutes of an Extraordinary Meeting of the Planning Committee held at Redruth
Civic Centre, Alma Place, Redruth on Tuesday 20th October 2026**

Present:

Cllr H Biscoe
Cllr W Tremayne
Cllr S Barnes
Cllr A Biscoe
Cllr A Mays
Cllr M Selwood

Chair
Deputy Chair

In attendance:

Cllr I Thomas
Mrs H Bardle
Mr S Davey

RFO/Deputy Town Clerk
Minute Taker

There were 8 members of the public in attendance

PART I – PUBLIC SESSION

1679.1 To receive apologies for absence

Apologies were received from Cllrs Broad, Morrison and Reeve.

1679.2 Members to declare any disclosable pecuniary interests or non-registerable interests (including details thereof) in respect of any item(s) on this Agenda

None were declared.

1679.3 Cllr H Biscoe agreed, at the request of a public member, to have the presentation from Lidl before the questions from members of the public.

To receive a presentation from representatives for Lidl GB on their proposal for a food store at Tolgus Vean, Redruth.

Simon Gitsham from Lidl GB gave a presentation which included an overview of Lidl's business model, and more detailed plans for the site, which included the following points;

- The site already has outline planning consent for a mixture of 60 houses and commercial premises.
- Lidl first submitted their application in July 2026 which was amended in August 2026.
- If the application is successful, the plan is to start works early 2027 with the store opening early in 2028.
- There are issues with the slope of the site, but the landscape plan avoids high retaining walls, retaining the existing boundary hedges (Cornish hedges) where possible. Some new trees will be planted.
- The plans include improved access onto the A3047 with signal controls, and a wider road for left and right turn.
- The new store is not expected to increase road traffic significantly.
- Carpark measures should restrict parking to customers only.
- Drainage has been surveyed and a plan is in place for surface water discharge.
- The ecology survey reported no bats or protected species.
- 70% of respondents to the household survey support the proposal.
- Around 40 FTE jobs offered locally.

1679.4

Public participation session – to allow members of the public to put questions to the Council relating to any matters relating to the Town Council

Several members of the public asked questions relating to concerns for established trees in the area, parking, traffic congestion, safety for school children at peak times, and whether there was a need for another supermarket in Redruth.

The representatives from Lidl answered all questions.

Councillors were also invited to ask questions, and all were answered by the representatives from Lidl.

It was agreed that Lidl would forward to the Council, details of the responses to the public consultation survey, and details of the habitat survey and plans for the Cornish hedges.

1679.5

To consider the planning application PA26/04731

RESOLVED by Majority to Support the application. [Proposed Cllr Selwood, seconded Cllr A Biscoe]. Cllr Barnes and Mays voted against. Cllr Tremayne abstained.

Chair



Redruth Town Council Public Data Protection Policy

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

THIS PUBLIC POLICY EXPLAINS REDRUTH TOWN COUNCIL’S APPROACH TO PROTECTING PERSONAL DATA AND SIGNPOSTS MEMBERS OF THE PUBLIC TO INFORMATION, POLICIES AND PROCEDURES THAT MAY BE RELEVANT TO THEM.

1. OUR COMMITMENT

- 1.1 We will handle personal data lawfully, fairly and transparently; collect only what is needed; keep it accurate and no longer than necessary; protect it appropriately; and respect individuals’ information rights.

2. HOW WE USE PERSONAL DATA

- 2.1 The Council processes personal data to deliver public services, administer its functions, communicate with residents and service users, manage contracts and employment, meet legal duties, support safeguarding, and protect public funds and Council systems. The relevant privacy notice explains the purpose, lawful basis, recipients and retention arrangements for each activity.

- 2.2 When the Council handles personal information, it aims to comply with the ‘data protection principles’, including:

- 2.2.1 to use personal data lawfully, fairly and transparently;
- 2.2.2 collect personal data for clear and legitimate purposes;
- 2.2.3 use only the information that is necessary;
- 2.2.4 keep personal data accurate and up to date;
- 2.2.5 retain personal data only for as long as needed;
- 2.2.6 protect personal data with appropriate security measures; and
- 2.2.7 respect people’s information rights and remain accountable for compliance.

- 2.3 The Council explains how and why it uses personal information through clear and accessible privacy notices. Where personal data is collected directly from an individual, the Council will provide the applicable privacy information when the data is obtained, unless the individual already has that information. When information comes from another source, the Council will provide the required information as soon as possible and check that the information was collected lawfully for the intended use.

- 2.4 Consent is one possible lawful basis for using personal information, but the Council will use it only where it is appropriate. Consent must be freely given,

specific, informed and unambiguous, and shown by a clear positive action. Silence, inactivity, pre-ticked boxes or consent bundled with unrelated matters are not valid consent. Where the Council relies on consent, it keeps a record of it, explains how the information will be used and makes it easy to withdraw consent. Withdrawal will be acted on promptly. The Council will not rely on consent where another lawful basis is more appropriate. This may include safeguarding disclosures where sharing is necessary and proportionate and an appropriate lawful basis, and any additional condition required for special category or criminal offence data, has been identified.

3. WHERE TO FIND MORE INFORMATION

3.1 Redruth Town Council has adopted the following policies that are available for public review:

- 3.1.1 **Privacy notices:** explain how the Council uses personal data for particular services, functions and activities. The Council maintains a layered privacy framework comprising a general public privacy notice and, where appropriate, service-specific privacy information
- 3.1.2 **Data Subject Rights and Information Access Policy:** explains how to exercise data protection rights or make an information request.
- 3.1.3 **Data Retention Policy:** explains how the Council determines how long records should be retained and how records should be securely disposed of when they are no longer required.
- 3.1.4 **Safeguarding Policy:** explains how concerns about children or adults at risk are handled.
- 3.1.5 **Breach and Escalation Policy:** explains how the Council responds to an actual or suspected data breach.
- 3.1.6 **Member Information Access Policy:** explains how Council Members access information from the Council.
- 3.1.7 **Complaints procedure:** explains how to raise a concern about the Council's handling of information and can be found within the Data Subject Rights and Information Access Policy.

3.2 The Council also maintains a range of operational and internal governance policies, including policies relating to social media, use of personal devices (BYOD), mobile phone use, remote working and internal data protection procedures. The Council also has a Member, Officer, Volunteer and Contractor Privacy Notice supplied at the point of engagement (and updates throughout the relationship). These policies are primarily intended for internal operational purposes and are not routinely published. Requests for access to Council-held

information are considered in accordance with the Data Subject Rights and Information Access Policy and applicable information access legislation.

- 3.3 Redruth Town Council is registered with the Information Commissioner's Office under Register Entry No. Z7191792. Our Data Protection Officer (**DPO**): Charlotte Williams.

4. **YOUR RIGHTS**

- 4.1 Depending on the circumstances, you may have rights to access, correct, erase or restrict the use of your personal data; object to processing; receive certain information in a portable format; or withdraw consent where consent is relied upon. Some rights are subject to legal conditions and exemptions.
- 4.2 To exercise a right, make an information request or raise a concern, please review the Data Subject Rights and Information Access Policy or contact the Town Clerk or Data Protection Officer using the contact details published by Redruth Town Council.

5. **FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION**

- 5.1 The Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**) give the public rights to request recorded information held by, or on behalf of, the Council. EIR applies specifically to environmental information, while FOIA applies to other recorded information.
- 5.2 The Council will consider each request under the appropriate legislation. Information may be withheld where a statutory exemption or exception applies, and some requests may be subject to fees or other procedural requirements.
- 5.3 Details of how to make a request, applicable timescales, review rights and how FOIA or EIR requests interact with personal-data requests are set out in the Council's Data Subject Rights and Information Access Policy.

6. **TRANSPARENCY SCHEME**

- 6.1 The Council's Transparency Scheme explains the information it makes available proactively, without the need for a specific request. This supports openness and helps members of the public understand the Council's decisions, spending, governance and activities.
- 6.2 The scheme signposts the categories of information published, where that information can be found and, where applicable, whether a charge may be made. Information will be kept under review and updated in accordance with applicable transparency requirements.

- 6.3 If information is not available through the Transparency Scheme or the Council's other published information, it may be requested under FOIA or EIR (see above). Statutory exemptions or exceptions may apply.

7. SHARING AND SECURITY

- 7.1 We may share personal data where this is necessary and lawful, including with service providers, public authorities, safeguarding bodies and other organisations involved in delivering services. We require appropriate safeguards and take proportionate technical and organisational measures to protect personal data.
- 7.2 Personal information may be transferred or accessed outside the UK only where the legal requirements for international transfers are met. This may include UK adequacy regulations, approved safeguards, explicit consent after risks have been explained, or another limited legal exception. The use of overseas-hosted software or online services can amount to an international transfer, so proposed cross-border transfers and new technology should be referred to the Data Protection Officer.

8. LIBRARY SERVICES

- 8.1 For certain library services, Redruth Town Council processes personal data on behalf of Cornwall Council. In other cases, the Council may be responsible for personal data processed in connection with services that it administers itself. The applicable privacy information providing within our published Privacy Notices will identify the organisation responsible for the relevant processing and explain where requests or concerns should be directed.

9. CONCERNS AND COMPLAINTS

- 9.1 Please raise data protection concerns with the Council in the first instance so that they can be considered promptly. This procedure is set out within the Data Subject Rights and Information Access Policy under "Complaints". You may also complain to the Information Commissioner's Office.

10. REVIEW

- 10.1 This policy will be reviewed every two years, or earlier where required by changes in law, guidance or Council services.



Redruth Town Council Breach and Escalation Procedure

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1. DEFINITIONS

The following definitions apply in this policy:

Council Representatives	All officers, consultants, contractors, volunteers, interns, casual workers, agency workers of Redruth Town Council, along with Redruth Town Councillors (Members) and those with civic or ceremonial roles such as the Town Mayor and Town Crier of Redruth Town Council.
Data Subject	a living, identified or identifiable individual about whom we hold Personal Data. Data Subjects may be nationals or residents of any country and may have legal rights regarding their Personal Data.
Breach	any act or omission that compromises the security, confidentiality, integrity or availability of Personal Data or the physical, technical, administrative or organisational safeguards that we or our third-party service providers put in place to protect it. The loss, or unauthorised access, disclosure or acquisition, of Personal Data is a Breach.
Data Protection Officer	Charlotte Williams
ICO	Information Commissioner's Office
Personal Data	any information identifying a Data Subject or information relating to a Data Subject that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. Personal Data includes special categories of Personal Data (being information revealing racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health conditions, sexual life, sexual orientation, biometric or genetic data) and pseudonymised Personal Data but excludes anonymous data or data that has had the identity of an individual permanently removed.
UK GDPR	UK General Data Protection Regulation

2. POLICY BACKGROUND AND PURPOSE

- 2.1 This policy covers all Council Representatives (as defined above).
- 2.2 This policy does not form part of any employee's contract of employment and Redruth Town Council may amend it at any time.
- 2.3 Data breach is one of the most serious issues that public bodies face. Redruth Town Council is committed to securing all data that it is responsible for and that all staff share this responsibility. It is important that any breach is dealt with immediately and effectively.
- 2.4 This policy sets out how Redruth Town Council complies with the data protection legislation (including, but not limited to, the Data (Use and Access) Act 2025, UK GDPR and Data Protection Act 2018), confidentiality issues and information security requirements in the event of a loss of personal data.

3. APPLICATION AND RESPONSIBILITY

- 3.1 All Council Representatives must familiarise themselves and comply with this Policy and related procedures. Failure to comply with this Policy and the related procedures will result in disciplinary action. The serious nature of data breaches, the significant risks of fines, enforcement action, reputational damage and disciplinary action, means that everyone in the organisation must play a part in compliance.
- 3.2 All Council Representatives are responsible for ensuring that all types of data are properly protected and kept secure.
- 3.3 Breach of this policy may lead to us revoking your access to our systems, whether through a device or otherwise. It may also result in disciplinary action (for employees) or Code of Conduct investigations (for applicable Council Representatives). In the case of a breach of this policy by a volunteer, contractor, consultant, casual or agency worker, the immediate termination of the engagement.

4. DATA PROTECTION AND GDPR

- 4.1 Both data controllers and data processors must take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. Failure to do so can result in individuals losing control of their personal information. The UK GDPR also allows for the ICO to issue fines of up to €20m (£17.5m) or 4% of annual turnover, whichever is greater. In addition, there would also be a detrimental effect to Redruth Town Council's reputation from any negative press and increased operating costs after the fine.

5. DATA SECURITY BREACH OR POTENTIAL LOSS OF PERSONAL DATA

- 5.1 If a Council Representative becomes aware of any:

- loss or potential loss of personal data;
- breach or potential breach of confidentiality;
- loss of laptop, tablet or other device, e.g. smartphone or mobile phone (whether it belongs to Redruth Town Council or to a Council Representative personally), which may result in a loss of data or breach of confidentiality;
- breach of information security, whether physical or electronic;

the Council Representative must immediately inform the Data Protection Officer so that appropriate action can be taken and serious breaches reported. Where possible, the Council asks Council Representatives to complete a Breach Form and appendix A. If a report needs to be made out-of-hours, you must contact the Town Clerk. In the case of a breach relating to Redruth Library operations or activities the member of staff must also follow the procedures of Cornwall Council.

- 5.2 To enable the Data Protection Officer to determine whether the breach is serious, the Council Representative must provide all relevant information as requested by Data Protection Officer and assist with the Data Protection Officer's assessment. The Data Protection Officer may use the *Breach Risk Assessment* document to perform the necessary assessment, although this is not mandatory.
- 5.3 On receipt of the report, the Data Protection Officer will respond to the incident and manage all communication. Under no circumstances should a Council Representative engage in communication with another Council Representative or any third party in relation to the breach. Specifically, Council Representatives must not report a breach to the ICO unless they have been directed to do so in writing by the Data Protection Officer.
- 5.4 The Council have provided illustrative examples of data breaches in Annex B of this Policy.

6. **FOIA/EIR BREACHES**

- 6.1 Where a Council Representative becomes aware of any actual or potential breach relating to the handling of requests under the Freedom of Information Act 2000 (**FOIA**) or the Environmental Information Regulations 2004 (**EIR**), they must notify the Data Protection Officer immediately. In the case of a breach relating to Redruth Library operations or activities the member of staff must also follow the procedures of Cornwall Council.
7. A FOIA/EIR breach may include, but is not limited to:
 - 7.1.1 Failure to respond to a request within the statutory timeframe (in most cases 20 working days);
 - 7.1.2 Unauthorised disclosure of exempt or sensitive information;

- 7.1.3 Accidental disclosure of information to the wrong requester;
 - 7.1.4 Loss or compromise of information relevant to a live FOIA/EIR request;
 - 7.1.5 Failure to apply the correct exemptions/exceptions;
 - 7.1.6 Any security incident affecting information subject to a request.
8. The Data Protection Officer will assess the breach and determine appropriate next steps. Council Representatives must not communicate with the requester or any third party about the breach unless instructed to do so in writing by the Data Protection Officer.
9. Where appropriate, the DPO will liaise with the Town Clerk (if a separate person) and any other relevant officers to:
- 9.1.1 Contain the breach and recover any disclosed information where possible;
 - 9.1.2 Assess the impact on individuals, the Council, and statutory obligations;
 - 9.1.3 Determine whether the ICO must be notified; and
 - 9.1.4 Ensure any required correspondence with the requester is accurate, timely, and legally compliant.
10. The Data Protection Officer will also consider whether the incident highlights whether additional training, guidance or procedural improvements are required.
11. **ESCALATION PROCEDURE**
- Containment and Recovery
- 11.1 The Data Protection Officer will:
- 11.1.1 Investigate the breach in conjunction with, and/or with assistance from, such individuals (including Council Representatives) and third parties as necessary, and ensure they have appropriate resources to properly investigate the breach;
 - 11.1.2 Establish who needs to be made aware of the breach and inform them of what they must do to assist in any containment action required. Where the breach impacts the Library, the Town Clerk must ensure that any contractual requirement to inform Cornwall Council is fulfilled. Library Staff must not make a report to Cornwall Council without first seeking the approval of the Town Clerk;
 - 11.1.3 Establish whether anything can be done to recover any lost data and for to limit the damage caused by the breach;

- 11.1.4 Identify any third party involved in the breach and liaise with them, as appropriate; and
- 11.1.5 Where appropriate, inform the relevant law enforcement agencies and the ICO.

Preservation of evidence

- 11.2 Council Representatives must preserve all logs, screenshots or audit trails that would assist the Data Protection Officer, and any regulator, when investigating the incident. This requirement takes precedent over any retention period set out within the Data Retention Policy.
- 11.3 Council Representatives are not permitted to delete emails or data connected to any breach.

Assessing the Risks

- 11.4 The Data Protection Officer will assess the risks which may be associated with the breach before taking any steps after the immediate containment, as follows:
 - 11.4.1 What type of data is involved?
 - 11.4.2 How sensitive is the data?
 - 11.4.3 If the data has been lost or stolen, is there any protection, e.g. encryption?
 - 11.4.4 What has happened to the data?
 - 11.4.5 How could the data be misused?
 - 11.4.6 How many individuals are affected?
 - 11.4.7 Who are the individuals affected?
 - 11.4.8 What harm can come to those individuals as a result of the loss / breach?
 - 11.4.9 How serious / substantial is the harm?
 - 11.4.10 How likely is it that any harm will happen?
 - 11.4.11 Are there wider consequences to consider?
 - 11.4.12 If an individual's bank details have been lost, what steps can be taken to prevent fraud?
- 11.5 Depending on the conclusion the Data Protection Officer will decide who needs to be notified.

Notification of Breaches

- 11.6 The UK GDPR requires Controllers to notify any personal data breach which is likely to cause a risk to the rights and freedoms of individual to the Information Commissioner. Where the risk is high, the Data Subject must also be informed.

- 11.7 The Council has 72-hours from “becoming aware” of the Breach to make the legally mandated reports. This is why immediate reporting to the Data Protection Officer is vital.
- 11.8 The Data Protection Officer will consider the following in determining whether (and who) to notify:
 - 11.8.1 legal / contractual requirements (such as Cornwall Council).
 - 11.8.2 Will notification help to meet the obligation to report in relation to the UK GDPR?
 - 11.8.3 Can notification help the individual?
 - 11.8.4 Once we have established the severity of the resulting risk to people’s rights and freedoms, the ICO can be informed.
 - 11.8.5 How notification can be made appropriate for particular groups of individuals, e.g. vulnerable adults.
 - 11.8.6 The dangers of over-notifying.
- 11.9 The Data Protection Officer will consider the above before deciding who to notify, what information to provide and how the information is to be communicated.
- 11.10 Any decision to report to the insurers, the ICO or Data Subjects (and what information to provide) will be taken by the Data Protection Officer.

Evaluation and Response Phase

- 11.11 The Data Protection Officer will evaluate the effectiveness of Redruth Town Council’s response to the breach by considering the following:
 - 11.11.1 What was the cause of the breach / reason for the loss?
 - 11.11.2 What steps can be taken to prevent a recurrence?
 - 11.11.3 Was the response hampered by inadequate policies or a lack of a clear allocation of responsibility?
 - 11.11.4 Could existing procedures lead to another breach?
 - 11.11.5 Where can improvements be made to the systems and controls?
- 11.12 The Data Protection Officer should ensure that they:
 - 11.12.1 Complete the Data Breach Log;
 - 11.12.2 Know what personal data is held, where and how it is stored;
 - 11.12.3 Establish where the major risks are and why, how much sensitive personal data is held, is data stored across the business or concentrated in one location;
 - 11.12.4 Consider the risks involved in sharing data with or disclosing data to others; whether the method of transmission is secure; whether the

minimum amount of data being shared / disclosed which data controllers / data processors / third parties Redruth Town Council shares with and whether the contracts need to be amended / improved;

- 11.12.5 Identify weak points in the existing security measures such as the use of portable storage devices;
- 11.12.6 Monitor Council Representatives' awareness of security issues and address any gaps through training or tailored advice;
- 11.12.7 Consider whether to establish a working group of Council Representatives to discuss "what if" scenarios to highlight risks and weaknesses and provide an opportunity for Council Representatives to suggest solutions;
- 11.12.8 Consider if National Cyber Security Centre (NCSC) needs to be informed (where breach is caused by suspicious online actors or websites);
- 11.12.9 Implement and test a Business Continuity Plan for data security breaches; and
- 11.12.10 Identify a group of people responsible for reacting to reports of breaches of security or significant data loss.

12. **GUIDANCE**

- 12.1 The Data Protection Officer must be aware of the requirements of Information Commissioner Guidance on personal data breaches: [Personal data breaches: a guide | ICO](#).

Appendix A – Breach Form



Redruth Town Council Breach and Escalation Procedure Form

Adopted: October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

This form is for Council Representatives to report personal data breaches to the Data Protection Officer.

You should ensure the information provided is as accurate as possible and supply as much detail as possible.

1. **REPORT**

Please answer the following questions, to help us handle your report efficiently.

- Please describe what happened
- Please describe how the incident occurred
- How did you discover the breach?
- What preventative measures did you have in place?
- Was the breach caused by a cyber incident?
- When did the breach happen?

Date: Time:

- When did you discover the breach?

Date: Time:

- Categories of personal data included in the breach (tick all that apply)

- ☐ Data revealing racial or ethnic origin
- ☐ Political opinions
- ☐ Religious or philosophical beliefs
- ☐ Trade union membership
- ☐ Sex life data
- ☐ Sexual orientation data
- ☐ Health data
- ☐ Basic personal identifiers, eg name, contact details
- ☐ Identification data, eg usernames, passwords
- ☐ Economic and financial data, eg credit card numbers, bank details
- ☐ Official documents, eg driving licences

- ☐ Location data, eg coordinates
 - ☐ Genetic or biometric data
 - ☐ Criminal convictions, offences
 - ☐ Other (please give details below)
- Please give additional details to help us understand the nature of the personal data included in the breach:
-
- Number of personal data records concerned?
-
- How many data subjects could be affected?
-
- (Cyber incidents only) If the number of data subjects affected is not known, estimate the maximum possible number that could be affected
-
- Categories of data subjects affected (tick all that apply)
 - ☐ Employees, adult volunteers or Workers
 - ☐ Councillors, Mayor or Town Crier
 - ☐ Public
 - ☐ Suppliers (and their employees)
 - ☐ Children
 - ☐ Vulnerable adults
 - ☐ Other (please give details below)
-
- Describe any detriment to individuals that has arisen so far, or any detriment you anticipate may arise in the future
-
- Is the personal data breach likely to result in a high risk to data subjects?
 - ☐ Yes
 - ☐ No
 - ☐ Don't know - please give details:

- Recovery / Mitigating Actions (Tick all that apply):
 - ☐ You have successfully recalled or retrieved information
 - ☐ You have been able to confirm that information has been deleted
 - ☐ You have back-up information
 - ☐ You have changed passwords or access credentials on affected systems
 - ☐ You have restricted or suspended access to systems or accounts
 - ☐ You have isolated the incident or taken steps to secure information
 - ☐ Other:

- If the breach relates to a suspicious website, please provide the URL in plain text:

PERSON MAKING THIS REPORT

- Name:
- Email:
- Phone:
- Role:
- Date:

Appendix B – Breach Examples

- 1.1 The following examples are intended to help Council Representatives identify situations which may amount to an actual or potential personal data breach. They are illustrative only. If there is any doubt, the matter must be reported to the Data Protection Officer immediately so that it can be assessed.



A Council Representative emails a spreadsheet containing residents' names, addresses, telephone numbers and complaint details to the wrong recipient.



A letter about is posted to the wrong address.



A member of staff attaches the wrong file to an email, disclosing another person's personal information.



A paper file containing staff records, volunteer details, DBS information, recruitment documents or sickness absence information is left in a public area, meeting room, printer tray, library counter or vehicle.



A laptop, tablet, mobile phone, USB stick, access card or paper notebook containing Council or library information is lost or stolen.



A Council Representative discusses information relating to a member of the public, resident, staff member, volunteer, councillor or library user in a public area where the conversation can be overheard.



An email is sent to multiple people using the "To" or "Cc" field instead of "Bcc", revealing email addresses to other recipients.



A FOIA or EIR response is sent to a requester without removing personal data, commercially sensitive material, safeguarding information, or information which should have been withheld under an applicable exemption or exception.



A subject access response includes another person's personal data because redactions were missed or applied incorrectly.



CCTV footage is shared with an unauthorised person, retained for longer than permitted, downloaded to an unsecured device, or viewed by someone without a legitimate reason.



Library membership information, borrowing history, reservation details, computer booking records or enquiry notes are disclosed to another person without proper authority.



A library user's account is left open on a shared computer or staff terminal, allowing another person to view or amend their personal information.



A volunteer or contractor is given access to more information than they need for their role, or retains access after their work for the Council or library has ended.



An online form, booking system, survey platform or shared drive is configured incorrectly, allowing members of the public or unauthorised staff to view personal information submitted by others.



A phishing email is opened and login details are entered, giving an unauthorised person potential access to Council or library systems.



An employee forwards Council or library emails to a personal email account, or stores Council information on a personal device or personal cloud storage without approval.



Printed agendas, minutes, complaint papers, HR papers or safeguarding records are disposed of in general waste rather than confidential waste.



A member of staff gives information about a library user, resident or service user to a family member, neighbour, councillor or third party without checking whether disclosure is lawful and authorised.



A social media post, website update or newsletter includes a photograph, name, address, contact details or other identifiable information without the necessary authority, lawful basis/consent or checks.



A cyber incident, ransomware attack or unauthorised access attempt affects Council or library systems which contain personal data, even where it is not yet clear whether information has been viewed or extracted.



A Councillor or Officer breaches Part 2 confidentiality rules



Redruth Town Council

Bring Your Own Device (BYOD) Policy

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1. INTRODUCTION

- 1.1 Redruth Town Council (“**the Council**”, “**we**” or “**us**”) recognise that there may be extremely limited circumstances when Council Representatives may be granted the authority to use personal mobile devices for business purposes. **This permission shall only be granted in exceptional circumstances and solely at the discretion of the Town Clerk (such permission to be in writing).**
- 1.2 For the avoidance of doubt, this policy does not capture use of Cornwall Council devices.
- 1.3 The purpose of this policy is to set out the rules of using personal mobile devices for Council purposes (where you are granted authority by the Town Clerk) and how this policy should be adopted to minimise security risks or concerns when you access our systems using a device.
- 1.4 We do not require or force Council Representatives to use personal mobile devices for work, it is a matter of personal discretion. This policy applies to Council Representatives who use a personal mobile device for Council purposes, both during and outside office hours, whether or not used at your normal place of work.
- 1.5 This policy should be read in conjunction with our other policies and procedures in place, including our Officer and Member Privacy Policy and Data Retention Policy, which are available from HR.
- 1.6 This policy does not form part of any contract of employment or contract to provide services, and we may amend or remove the policy at any time.

2. DEFINITIONS

- 2.1 The following definitions in this policy:

Council Data	information about us, our clients and other Council connections, whether confidential, proprietary or private, held, used or transmitted in any forms including written, spoken and electronically.
Council Representatives	all officers, consultants, contractors, volunteers, interns, casual workers, agency workers of Redruth Town Council, along with Redruth Town Councillors (Members) and those with civic or ceremonial roles such as the Town Mayor and Town Crier of Redruth Town Council.
Content	any materials, information and communications including but not limited to email (both outgoing and

incoming), telephone conversations, voicemail recordings, instant messages and social media postings, created, transmitted, received, printed, stored or recorded during the course of Council business or on our behalf.

Device	a smartphone, tablet, handheld computer, and any accompanying software or hardware.
Personal Data	any information relating to an identified or identifiable natural person, be it directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Systems	the Council's IT, communications and information systems.

3. **PERSONNEL RESPONSIBLE FOR THIS POLICY**

- 3.1 The Town Clerk and the DPO shall be responsible for reviewing this policy to ensure that it meets legal requirements and reflects best practice.
- 3.2 Team Managers or Leaders also have responsibility for ensuring that any person who may be involved with administration, monitoring, IT security or investigations carried out under this policy receives regular and appropriate training to assist them with these duties.
- 3.3 All Council Representatives are responsible for the success of this policy. Any misuse (or suspected misuse) of a device or breach of this policy should be reported to the Town Clerk and DPO.

4. **SCOPE OF THIS POLICY**

- 4.1 When Council Representatives access our systems using a device, we are exposed to a number of risks which could result in damage to our systems, the Council and our reputation:
 - 4.1.1 loss or theft of the device, resulting in unauthorised access to our systems or Council Data;
 - 4.1.2 threat of malware, such as viruses, worms, spyware, Trojans or other threats that could be introduced into our systems via a device; and
 - 4.1.3 loss or unauthorised alteration of Council data, which could expose us to the risk of non-compliance with legal obligations of confidentiality, data protection and privacy).

- 4.2 This policy sets out the circumstances in which we may monitor your use of our systems, access your device and retrieve, remove or destroy data on it and the action which we will take in respect of breaches of this policy.
- 4.3 Breach of this policy may lead to us revoking your access to our systems, whether through a device or otherwise. It may also result in disciplinary action (for employees) or Code of Conduct investigations (for applicable Council Representatives). In the case of a breach of this policy by a volunteer, contractor, consultant, casual or agency worker, the immediate termination of the engagement. It may also lead in some cases to possible criminal charges.
- 4.4 For the avoidance of doubt, disciplinary action or Code of Conduct investigations may be taken whether the breach is committed during or outside office hours and whether or not use of the device takes place at your normal place of work.
- 4.5 Where we are required to investigate into a suspected breach, we ask for your co-operation with any investigations, which may involve providing us with access to your device, any relevant passwords and login details.

5. **DUTY TO LIMIT**

- 5.1 Council Representatives are under a duty to minimise their use of personal devices. Where a Council has issued a device and this device is available/suitable for use, the Council-maintained device must be used in preference to any personal device.

6. **CONNECTING DEVICES TO OUR SYSTEMS**

- 6.1 Connectivity of all devices is centrally managed by our external IT support provider, which must approve a device before it is connected to our systems. Only in exceptional circumstances shall the Town Clerk permit use of personal devices for work purposes, acting in consultation with our external IT support provider, will have full discretion to approve or reject the device.
- 6.2 Before using your device to connect to our systems, or to access Council Data, in accordance with this policy, you must:
 - 6.2.1 inform and register your device with the Town Clerk; and
 - 6.2.2 implement technical security measures as the external IT support provider may reasonably require.
- 6.3 You are not permitted to use any device other than the device that has been registered and approved by us. We reserve the right to refuse or remove permission for your device to connect with our systems. The Town Clerk may refuse or revoke such permission (and may take all steps reasonably necessary to do so), where in their reasonable opinion a device is or could be used in a way that puts us, our Council Representatives, our connections, our systems, or our Council Data at risk or that may otherwise breach this policy.

6.4 In order to access our systems, it may be necessary for our external IT support provider to install software applications on your device. If you remove any such software, your access to our systems will be disabled.

6.5 Some devices may not have the capability to connect to our systems. We are not under any obligation to modify our systems or otherwise assist Council Representatives in connecting to our systems in that case.

7. **MONITORING**

7.1 Regardless of ownership of the device, the contents of our systems and Council Data are our property.

7.2 We reserve the right to conduct reasonable and proportionate monitoring, interception, reviews and erasures, without further notice, all content on the device that has been created for us or on our behalf. This might situations where:

7.2.1 we are investigating a suspected breach of Council policy or legal obligation;

7.2.2 we must action to safeguard the security or integrity of Council systems or information assets; or

7.2.3 we must comply with a legal or regulatory requirement.

7.3 Monitoring, intercepting, reviewing or erasing of content will only be carried out to the extent permitted by law, in order for us to comply with a legal obligation or for our legitimate Council purposes, including, without limitation, in order to:

7.3.1 prevent misuse of the device and protect Council Data;

7.3.2 ensure compliance with our rules, standards of conduct and policies in force from time to time (including this policy); and

7.3.3 ensure that Council Representatives members do not use our facilities or systems for any unlawful purposes or activities that may damage the Council or reputation.

7.4 Any monitoring or access will be limited strictly to information that is relevant to the identified purpose. The Council will not access personal data stored on the device unless this is unavoidable in the circumstances and necessary to achieve the stated purpose.

7.5 The Council will not undertake continuous or generalised monitoring of personal devices. Intrusive monitoring techniques shall be avoided, save where exceptional circumstances, authorised by the Town Clerk, arise.

- 7.6 Where the Council needs to review or retrieve Council Data from a device, it will take reasonable steps to minimise access to personal data, and to avoid copying or retaining personal data contained on the device.
- 7.7 Council Representatives must co-operate with proportionate access measures if required for a specific and identified purpose under this policy.

8. **SECURITY REQUIREMENTS**

- 8.1 When using your device for any Council purposes, you must comply with the requirements as listed below. You must:
- 8.1.1 at all times, use your best efforts to physically secure the device against loss, theft or use by persons who we have not authorised to use the device. You must secure the device whether or not it is in use and whether or not it is being carried by you;
 - 8.1.2 install any antivirus or antimalware software at our request before connecting to our systems and consent to our efforts to manage the device and secure its data, including providing us with any necessary passwords;
 - 8.1.3 comply with our device configuration requirements;
 - 8.1.4 protect the device with a PIN number or strong password, and keep that PIN number or password secure at all times. The PIN number or password should be changed regularly. If the confidentiality of a PIN number or password is compromised, you must change it immediately. The use of PIN numbers and passwords should not create an expectation of privacy by you in the device;
 - 8.1.5 maintain the device's original operating system and keep it current with security patches and updates. Rooted (Android) or jailbroken (iOS) devices are strictly forbidden from accessing our systems or Council Data;
 - 8.1.6 not download and install software to the device unless explicitly authorised by us;
 - 8.1.7 not download or transfer any Council Data to the device, for example via e-mail attachments, unless specifically authorised to do so. Council Representatives must immediately erase any such information that is inadvertently downloaded to the device;
 - 8.1.8 not backup the device locally or to cloud-based storage or services where that might result in the backup or storage of Council Data. Any such backups inadvertently created must be deleted immediately;

- 8.1.9 not use public unsecured Wi-Fi to access our systems without our prior consent; and
 - 8.1.10 not sell, replace or transfer the device to anyone else without our prior consent.
- 8.2 We reserve the right, without further notice or permission, to inspect your device and access data and applications on it, and remotely review, copy, disclose, wipe or otherwise use some or all of the Council Data on it for legitimate Council purposes, which include (without limitation) enabling us to:
 - 8.2.1 inspect the device for use of unauthorised applications or software;
 - 8.2.2 inspect any Council Data stored on the device or on backup or cloud-based storage applications and prevent misuse of the device and protect Council Data;
 - 8.2.3 investigate or resolve any security incident or unauthorised use of our systems;
 - 8.2.4 conduct any relevant compliance obligations (including in relation to concerns regarding confidentiality, data protection or privacy); and
 - 8.2.5 ensure compliance with our rules, standards of conduct and policies in force from time to time (including this policy).
- 8.4 You must co-operate with us to enable such inspection, access and review, including providing any passwords or PIN numbers necessary to access the device or relevant applications. A failure to co-operate with us in this way may result in disciplinary action being taken, up to and including dismissal, Code of Conduct investigation or, where applicable, termination of any non-employment relationship.
- 8.5 If we discover or reasonably suspect that there has been a breach of this policy, including any of the security requirements listed above, we may immediately remove your access to our systems and, where appropriate, remove any Council Data from the device. Although we do not intend to wipe other data that is personal in nature (such as photographs or personal files or e-mails), it may not be possible to distinguish all such information from Council Data in all circumstances. You should therefore regularly backup, and keep separate, any personal data contained on the device.
- 9. **LOST OR STOLEN DEVICES AND UNAUTHORISED ACCESS**
 - 9.1 In the event of a lost or stolen device, or where a device is suspected of being accessed by an unauthorised person or otherwise compromised, this must be reported to the Town Clerk and the DPO immediately.
 - 9.2 We take appropriate steps to ensure that Council Data on the device is secured, including where reasonable and proportionate, remotely wiping the device where appropriate. This will destroy all Council

Data on the device (including information contained in a work email account, even if such e-mails are personal in nature).

- 9.3 Although we do not intend to wipe other data that is strictly personal in nature (such as photographs, personal files or emails), it may not be possible to distinguish all such information from Council data in all circumstances. You should therefore regularly backup, and keep separate, all personal data stored on the device.

10. **PROCEDURE ON DEPARTURE OR AND SELLING, TRANSFERRING OR REPLACING THE DEVICE**

- 10.1 On you last day prior to departure from the Council (termination of employment or expiry of officeholding, volunteer post or contractor arrangement), or your last day before commencing a period of extended leave, or when you intend to sell or transfer your device to anyone else, all Council Data and software applications provided by us for Council purposes must be removed from the device and all Council Data returned to the Council. The Town Clerk (and any external IT support provider) will assist with this process. If this cannot be achieved remotely, we may ask you to submit your device to the Council for wiping and software removal. We ask for your co-operation and assistance in completing this process.

11. **PERSONAL DATA**

- 11.1 We have a legitimate basis on which to access and protect Council Data stored or processed on your device. However, we recognise the need to balance our obligation to process data for legitimate purposes, with your expectations of privacy in respect of your personal data. Therefore, if we need to access your device or delete data on your device, remotely or otherwise, in accordance with this policy, we will:
- 11.1.1 consider whether the action is proportionate in light of the potential damage to the Council, the public or other people impacted by Council Data;
 - 11.1.2 consider if there is an alternative method of dealing with the potential risks to the Council's interests;
 - 11.1.3 take reasonable steps to minimise loss of your personal data on your device, although we shall not be responsible for any such loss that may occur; and
 - 11.1.4 delete any such personal data that has been copied as soon as it comes to our attention (provided it is not personal data which is also Council Data, including all personal emails sent or received using our email system).

- 11.2 To reduce the likelihood of the Council inadvertently accessing your personal data, or the personal data of third parties, you must comply with the following steps:
- 11.2.1 organise files within the device specifically into designated folders that clearly distinguish between Council Data and personal data (for example, marking Council folders as "RTC: [folder name]");
 - 11.2.2 ensure any 'chat' streams for Council purposes (such as Council events) are clearly distinguished by a tag "RTC: [chat name]";
 - 11.2.3 refrain from using any form of personal email unless permitted by the Town Clerk. Where permitted, your work-related emails (sent and received) should be stored within a clearly distinguishable folder marked "RTC Emails"; and
 - 11.2.4 refrain from using your work email for personal purposes.
- 11.3 Please ensure any Council Data is retained in accordance with our Retention Policy.

12. **APPROPRIATE USE**

- 12.1 Before using your device under this policy for the first time, you must erase all information and software related to any previous employment. You may be asked to confirm to us that this has been done.
- 12.2 You must ensure that Council Data is used only for the Council purposes for which it was originally intended, and that you do not use it for a different purpose. For example, you should not use contact information gathered for Council purposes for your own personal purposes. You should also minimise the amount of Council Data you retain on the device by accessing information remotely where possible, and deleting any data saved locally on your device as soon as it is no longer required.
- 12.3 You should never access or use our systems or Council Data through a device in a way that breaches our legal obligations or any of our other policies. For example:
- 12.3.1 breach our obligations with respect to the rules of relevant regulatory bodies, in particular in relation to confidentiality and privacy;
 - 12.3.2 breach any other laws or ethical standards (for example, the Code of Conduct, Civility and Respect Pledge);
 - 12.3.3 defame or criticise us or our affiliates, Council Representatives, members of the public, partners, suppliers, vendors or other stakeholders; or
 - 12.3.4 harass, bully or discriminate against other Council Representatives or third parties in any way.

- 12.4 You must not use a device in any way, be it talk, text, email or otherwise, while operating any vehicle for Council purposes. You must comply with any applicable laws concerning the use of devices in vehicles.

13. **TECHNICAL SUPPORT**

- 13.1 The Town Clerk and the Council's external IT support provider will provide technical support in setting up your device for Council use and assist in resolving any issues that arise during the set up and use of the device.
- 13.2 If the issue relates to the software we provide, we will provide all necessary support. However, if the issue is hardware related or relates to software which you have installed personally, then you will be responsible for fixing it, including any repairs, maintenance or replacements incurred.

14. **COSTS AND REIMBURSEMENTS**

- 14.1 Unless agreed otherwise, you are responsible for all costs associated with your device, including all voice and data usage, purchase and repair costs.

15. **CHANGES TO THIS POLICY**

- 15.1 We keep our Bring Your Own Device (BYOD) Policy under regular review. This version was last updated in October 2026.



Redruth Town Council

Retention Policy

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1. ABOUT THIS POLICY

- 1.1 The corporate information, records and data of Redruth Town Council is important to how we perform our public function and relationship with **Council Representatives**, defined as all officers, consultants, contractors, volunteers, interns, casual workers, agency workers of Redruth Town Council, along with Redruth Town Councillors (Members) and those with civic or ceremonial roles such as the Town Mayor and Town Crier of Redruth Town Council
- 1.2 There are legal and regulatory requirements for us to retain certain data, usually for a specified amount of time. We also retain data to help our organisation operate and to have information available when we need it. However, we do not need to retain all data indefinitely, and retaining data can expose us to risk as well unnecessary cost.
- 1.3 This Data Retention Policy explains our requirements to retain data and to dispose of data and provides guidance on appropriate data handling and disposal.
- 1.4 Failure to comply with this policy can expose us to fines and penalties, adverse publicity, difficulties in providing evidence when we need it and in running our business.
- 1.5 This policy has been agreed following consultation with Members of Redruth Town Council.
- 1.6 This policy does not form part of any Council Representative's contract of employment, and we may amend it at any time.

2. SCOPE OF POLICY

- 2.1 This policy covers all data that we hold or have control over. This includes physical data such as hard copy documents, contracts, notebooks, letters and invoices. It also includes electronic data such as emails, electronic documents, audio and video recordings and CCTV recordings. It applies to both personal data and non-personal data. In this policy we refer to this information and these records collectively as "data".
- 2.2 This policy covers data that is held by third parties on our behalf, for example cloud storage providers or offsite records storage. It also covers data that belongs to us but is held by Council Representatives on personal devices in accordance with our BYOD Policy.

- 2.3 This policy explains the differences between our formal or official records, disposable information, confidential information belonging to others, personal data and non-personal data. It also gives guidance on how we classify our data.
- 2.4 This policy applies to all departments and all Redruth Town Council functions.

3. GUIDING PRINCIPLES

- 3.1 Through this policy, and our data retention practices, we aim to meet the following commitments:
- We comply with legal and regulatory requirements to retain data.
 - We comply with our data protection obligations, in particular to keep personal data no longer than is necessary for the purposes for which it is processed (storage limitation principle).
 - We handle, store and dispose of data responsibly and securely.
 - We create and retain data where we need this to operate Redruth Town Council effectively, but we do not create or retain data without good reason.
 - We allocate appropriate resources, roles and responsibilities to data retention.
 - We regularly remind all Council Representatives of their data retention responsibilities.
 - We regularly monitor and audit compliance with this policy and update this policy when required.

4. ROLES AND RESPONSIBILITIES

- 4.1 **Responsibility of all Council Representatives.** We aim to comply with the laws, rules, and regulations that govern our organisation and with recognised compliance good practices. All Council Representatives must comply with this policy, the Record Retention Schedule, any communications suspending data disposal and any specific instructions from the Records Management Officer, Town Clerk or DPO. Failure to do so may subject us, our Council Representatives, and contractors to serious civil and/or criminal liability. A Council Representative's failure to comply with this policy may result in disciplinary sanctions, including suspension or termination, or in the case of Members, an investigation under the Code of Conduct. It is therefore the responsibility of everyone to understand and comply with this policy.

4.2 We have designated Sarah Brown as the Records Management Officer. The Records Management Officer is a person designated to ensure proper records management and is responsible for:

- Administering the data management programme;
- Helping department heads implement the data management programme and related best practices;
- Planning, developing, and prescribing data disposal policies, systems, standards, and procedures; and
- Providing guidance, training, monitoring and updating in relation to this policy.

4.3 **Data Protection Officer.** Our Data Protection Officer (DPO) is responsible for advising on and monitoring our compliance with data protection laws which regulate personal data. Our DPO works with our Records Management Officer on the retention requirements for personal data and on monitoring compliance with this policy in relation to personal data.

5. TYPES OF DATA AND DATA CLASSIFICATIONS

5.1 **Formal or official records.** Certain data is more important to us and is therefore listed in the Record Retention Schedule. This may be because we have a legal requirement to retain it, or because we may need it as evidence of our transactions, or because it is important to our public task. Please see paragraph 6.1 below for more information on retention periods for this type of data.

5.2 **Disposable information.** Disposable information consists of data that may be discarded or deleted at the discretion of the user once it has served its temporary useful purpose and/or data that may be safely destroyed because it is not a formal or official record as defined by this policy and the Record Retention Schedule. Examples may include:

- Duplicates of originals that have not been annotated.
- Preliminary drafts of letters, memoranda, reports, worksheets, and informal notes that do not represent significant steps or decisions in the preparation of an official record.
- Books, periodicals, manuals, training binders, and other printed materials obtained from sources outside of Redruth Town Council and retained primarily for reference purposes.

- Spam and junk mail;

Please see paragraph 6.2 for more information on how to determine retention periods for this type of data.

- 5.3 **Personal data.** Both formal or official records and disposable information may contain personal data; that is, data that identifies living individuals. Data protection laws require us to retain personal data for no longer than is necessary for the purposes for which it is processed (the principle of storage limitation) (see paragraph 6.3 for more information on this).
- 5.4 **Confidential information belonging to others.** Any confidential information that Council Representative may have obtained from a source outside of Redruth Town Council, such as a previous employer, must not, so long as such information remains confidential, be disclosed to or used by us. Unsolicited confidential information submitted to us should be refused, returned to the sender where possible, and deleted, if received via the internet.
- 5.5 **Data classifications.** Some of our data is more confidential than other data, in contrast to this, some of our information must be published under our Publication Scheme. We take clear steps to classify data (including personal data) and will communicate how each type of data should be marked and protected.

6. RETENTION PERIODS

- 6.1 **Formal or official records.** Any data that is part of any of the categories listed in the Record Retention Schedule contained in the Annex to this policy, must be retained for the amount of time indicated in the Record Retention Schedule. A record must not be retained beyond the period indicated in the Record Retention Schedule, unless a valid reason (or notice to preserve documents for contemplated litigation or other special situation) calls for its continued retention. If you are unsure whether to retain a certain record, or if you believe an exception should be made to allow a record to be retained for longer than the amount of time indicated in the Record Retention Schedule, contact the Records Management Officer.
- 6.2 **Disposable information.** The Record Retention Schedule will not set out retention periods for disposable information. This type of data should only be retained as long as it is needed for Council purposes. Once it no longer has any Council purpose or value it should be securely disposed of.
- 6.3 **Personal data.** As explained above, data protection laws require us to retain personal data for no longer than is necessary for the purposes for which it is processed (principle of storage limitation). Where data is listed in the Record

Retention Schedule, we have taken into account the principle of storage limitation and balanced this against our requirements to retain the data. Where data is disposable information, you must take into account the principle of storage limitation when deciding whether to retain this data. More information can be found in in our Internal Data Protection Policy or by contacting the DPO.

- 6.4 **What to do if data is not listed in the Record Retention Schedule.** If data is not listed in the Record Retention Schedule, and it is unlikely to constitute disposable information, you must immediately inform the Record Management Officer.

7. STORAGE, BACK-UP AND DISPOSAL OF DATA

- 7.1 **Storage.** Our data must be stored in a safe, secure, and accessible manner. Any documents and financial files that are essential to our operations during an emergency must be duplicated and/or backed up at least once per day and maintained off site.
- 7.2 **Destruction.** Our Records Management Officer is responsible for the continuing process of identifying the data that has met its required retention period and supervising its destruction. The destruction of confidential, financial, and Council Representative-related hard copy data must be conducted by shredding if possible. Non-confidential data may be destroyed by recycling. The destruction of electronic data must be co-ordinated with the relevant outsourced IT support team, with the relevant back-up systems being considered during the destruction process. Please note that deletion from back-up systems may not always be technically possible or fully effective.
- 7.3 The destruction of data must stop immediately upon notification from any person that preservation of documents for contemplated litigation is required (sometimes referred to as a litigation hold). This is because we may be involved in a legal claim or an official investigation (see next paragraph). Destruction may begin again once the Records Management Officer lifts the requirement for preservation.

8. SPECIAL CIRCUMSTANCES

- 8.1 **Preservation of documents for contemplated litigation and other special situations.** We require all Council Representatives to comply fully with our Record Retention Schedule and procedures as provided in this policy. All Council Representatives should note the following general exception to any stated destruction schedule: If you believe, or anyone informs you, that certain records are relevant to current litigation or contemplated litigation (that is, a dispute that could result in litigation), government investigation, audit, or other event, you must preserve and not delete, dispose, destroy, or change those

records, including emails and other electronic documents, until the Records Management Officer determines those records are no longer needed. Preserving documents includes suspending any requirements in the Record Retention Schedule and preserving the integrity of the electronic files or other format in which the records are kept.

8.2 If you believe this exception may apply, or have any questions regarding whether it may apply, please contact the Records Management Officer immediately.

8.3 In addition, you may be asked to suspend any routine data disposal procedures in connection with certain other types of events, such as our merger with another organisation or the replacement of our information technology systems.

9. ARCHIVED PUBLIC RECORDS

9.1 Archived records are maintained in line with our retention policy.

10. FOIA AND EIR 'LIVE' REQUESTS

10.1 Redruth Town Council must not destroy information subject to an ongoing 'live' request under the Data Rights and Information Access Policy (Data Rights, FOIA or EIR requests). Such information shall also be subject to a prohibition on altering information after it has become subject to an FOI request. Failure to meet this obligation may constitute an offence.

10.2 The destruction of data must stop immediately upon notification from any person that preservation of documents for Data Rights or FOIA/EIR purposes. Destruction may begin again once the Records Management Officer lifts the requirement for preservation.

11. WHERE TO GO FOR ADVICE AND QUESTIONS

11.1 **Questions about the policy.** Any questions about retention periods relevant to your department should be raised with your department manager in the first instance. Any questions about this policy should be referred to the Records Management Officer, who is in charge of administering, enforcing, and updating this policy.

12. BREACH REPORTING AND AUDIT

12.1 **Reporting policy breaches.** We are committed to enforcing this policy as it applies to all forms of data. The effectiveness of our efforts, however, depend largely on Council Representatives. If you feel that you or someone else may have breached this policy, you should report the incident immediately to your

supervisor. If you are not comfortable bringing the matter up with your immediate supervisor, or do not believe the supervisor has dealt with the matter properly, you should raise the matter with the Records Management Officer. If Council Representatives do not report inappropriate conduct, we may not become aware of a possible breach of this policy and may not be able to take appropriate corrective action.

- 12.2 No one will be subject to and we do not allow, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or co-operating in related investigations.
- 12.3 **Audits.** Our Records Management Officer, and any duly authorised external third-party auditor, will periodically review this policy and its procedures (including where appropriate by taking outside legal or auditor advice to ensure we are in compliance with relevant new or amended laws, regulations or guidance. Additionally, we will regularly monitor compliance with this policy, including by carrying out audits.

13. OTHER RELEVANT POLICIES

- 13.1 This policy supplements and should be read in conjunction with our other policies and procedures in force from time to time, including without limitation our IT, security and data related policies, which are available on our website.

ANNEX A DEFINITIONS

Data: all data that we hold or have control over and therefore to which this policy applies. This includes physical data such as hard copy documents, contracts, notebooks, letters and invoices. It also includes electronic data such as emails, electronic documents, audio and video recordings and CCTV recordings. It applies to both personal data and non-personal data. In this policy we refer to this information and these records collectively as "data".

Data Protection Officer: our Data Protection Officer who is responsible for advising on and monitoring compliance with data protection laws.

Data Retention Policy: this policy, which explains our requirements to retain data and to dispose of data and provides guidance on appropriate data handling and disposal.

Disposable information: disposable information consists of data that may be discarded or deleted at the discretion of the user once it has served its temporary useful purpose and/or data that may be safely destroyed because it is not a formal or official record as defined by this policy and the Record Retention Schedule.

Formal or official record: certain data is more important to us and is therefore listed in the Record Retention Schedule. This may be because we have a legal requirement to retain it, or because we may need it as evidence of our transactions, or because it is important to the running of our business. We refer to this as formal or official records or data.

Non-personal data: data which does not identify living individuals, either because it is not about living individuals (for example financial records) or because it has been fully anonymised.

Personal data: any information identifying a living individual or information relating to a living individual that we can identify (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. This includes special categories of personal data such as health data and pseudonymised personal data but excludes anonymous data or data that has had the identity of an individual permanently removed. Personal data can be factual (for example, a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

Records Management Officer: the Records Management Officer is responsible for administering the data management programme, helping department heads implement it and related best practices, planning, developing, and prescribing data disposal policies, systems, standards, and procedures and providing guidance, training, monitoring and updating in relation to this policy.

Record Retention Schedule: the schedule attached to this policy which sets out retention periods for our formal or official records.

Storage limitation principle: data protection laws require us to retain personal data for no longer than is necessary for the purposes for which it is processed. This is referred to in the UK GDPR and EU GDPR as the principle of storage limitation.

ANNEX B RECORD RETENTION SCHEDULE

Redruth Town Council establishes retention or destruction schedules or procedures for specific categories of data. This is done to ensure legal compliance (for example with our data protection obligations) and accomplish other objectives, such as protecting intellectual property and controlling costs.

Council Representatives should comply with the retention periods listed in the record retention schedule below, in accordance with the Redruth Town Council Data Retention Policy.

The schedule below should be read with the ACSS Town and Parish Councils document retention schedule and guidance 2025. Where the ACSS schedule covers the same or equivalent category, the ACSS retention period and final action have been amalgamated below. Records marked “Preserve” should be retained locally for the stated minimum period and then transferred to Kresen Kernow, unless there remains an administrative requirement to retain them locally. Records marked “Destroy” should be securely destroyed at the end of the stated period, subject to any litigation hold, audit, FOIA/EIR request hold, data rights request hold, or other legal requirement requiring continued preservation.

If you hold data not listed below, please refer to the Redruth Town Council Data Retention Policy. If you still consider your data should be listed, if you become aware of any changes that may affect the periods listed below or if you have any other questions about this record retention schedule, please contact the Records Management Officer.

Council Records

Description	Retention Action	Examples of Records	Reason for retention
Council & Committee Meetings	Retain in Council custody for 4 years from the date of the last entry, then preserve and transfer to Kresen Kernow. Agendas should not be retained unless they contain significant information not in the minutes	Council minutes Council agenda and business papers Council notice papers and proceedings Indexes Committee minutes	ACSS Town and Parish Councils document retention schedule and guidance 2025

	or the minutes do not exist.		
Minute taking	Destroy after date of confirmation of the minutes	Draft/rough minutes or recordings	
Partnership, Agency, and External Meetings	Where RTC legally owns the record and it comprises minutes, reports or significant papers associated with Council decisions, retain for 4 years from the date of the last entry, then preserve and transfer to Kresen Kernow.	Documents establishing the committee. Agendas Minutes Council reports Recommendations Supporting documents e.g., council briefings and discussion papers	ACSS Town and Parish Councils document retention schedule and guidance 2025
Partnership, Agency, and External Meetings	Where RTC does not own the record, retain only for administrative need. If retained as routine correspondence or supporting papers not requiring preservation, retain for 4 years from the date of last action, then destroy.	Reports Recommendations Supporting documents	ACSS Town and Parish Councils document retention schedule and guidance 2025
Register of Interests	Destroy 12 months after		ACSS Town and Parish Councils

	the Councillor or Member ceases role.		document retention schedule and guidance 2025
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Management & Administration

Corporate planning and reporting activities of local authorities	Retain for 4 years from the date of the last entry, then preserve if the record is a town/parish	Corporate plans Strategy plans Business plans Annual reports	ACSS Town and Parish Councils document retention schedule and guidance 2025
Process of preparing business for strategic consideration and making the record of discussion, debate, and resolutions	plan, appraisal, report or significant policy record documenting major local decisions or developments. Otherwise retain for administrative need and review before destruction.	Strategic management team minutes	ACSS Town and Parish Councils document retention schedule and guidance 2025
Statutory returns – the process of preparing information to be passed on to central government as part of statutory requirements	Retain for 4 years from submission of the final return, or closure of the matter to which the return relates, whichever is later, then destroy. Where the return is financial, audit, tax or grant-related, retain for 7 years.	Reports to central government	ACSS Town and Parish Councils document retention schedule and guidance 2025

	Where the return evidences a significant council decision, major development, governance matter or matter of enduring public interest, review for preservation before destruction		
Policy, Procedures, Strategy and Structure	Retain for 4 years from the date of the last entry, then preserve where the record documents significant Council policy, governance, major developments or decisions. Routine administrative policy working papers should be retained for 4 years, then destroyed.	Policy, procedure, precedent, instructions Organisation charts Records relating to policy implementation and development. Education plan Asset management plan Community strategy Community plan Community safety plan	ACSS Town and Parish Councils document retention schedule and guidance 2025
Draft Policy, Procedures, Strategy and Structure	Destroy 7 years after administrative use is concluded	Draft policy, procedure, precedent, instructions Draft organisation charts Draft records relating to policy implementation and development.	

		Draft asset management plan Draft community strategy	
Public Consultation – significant policies	Destroy 5 years from closure	Feasibility studies/surveys	
Public Consultation – minor policies	Destroy 1 year from closure	Festival feedback	
Enquiries and Complaints	Routine enquiries and complaints: retain for 4 years from last action, then destroy. Significant correspondence relating to major developments or Council decisions should be retained for 4 years, then preserve.	Reports Correspondence Letters	ACSS Town and Parish Councils document retention schedule and guidance 2025
Quality and Performance Management – process of monitoring the quality, efficiency or performance of a local authority service or unit	Destroy 5 years from closure	Best Value Review Assessment Form	
Publications – published work of the local authority	Retain town/parish magazines, newsletters, histories, scrapbooks, captioned	Marketing materials e.g., posters and flyers	ACSS Town and Parish Councils document retention schedule and guidance 2025

	photographs and publicity material for 4 years, then preserve or sample if large in number. Press cuttings, objects and memorabilia should not be transferred to Kresen Kernow.		
Media Relations – media publications concerning local authorities	Do not retain press cuttings permanently for transfer. Retain only for administrative need or where incorporated into a wider preserved record, then destroy.	Press cuttings Media reports	ACSS Town and Parish Councils document retention schedule and guidance 2025
Marketing – developing and promotion of local authority campaigns and events	Retain publicity material for 4 years, then preserve or sample if large in number. Routine promotional material with no enduring value should be destroyed when no longer required.		ACSS Town and Parish Councils document retention schedule and guidance 2025
Photographs	Retain identifiable, dated and captioned	Only relevant to photographs that have been identified and dated to be useful in the future	ACSS Town and Parish Councils document

	photographs for 4 years, then preserve or sample if large in number. Routine or unidentified images should be destroyed when no longer required.		retention schedule and guidance 2025
Civic and Royal Events – recording of ceremonial events and civic occasions	Retain records of significant civic or ceremonial events for 4 years, then preserve or sample if large in number. Video or sound recordings should be weeded, sampled and digitised before transfer.	Visitors book Audio tapes Video tapes Photographs	ACSS Town and Parish Councils document retention schedule and guidance 2025
Organising a ceremonial event or civic occasions (including Financial Information)	Destroy 7 years after administrative use is concluded	If an RTC arranged event, then please keep one copy of the invitation/correspondence	
Routine Correspondence	Destroy 4 years from the date of the last entry or last action, unless the correspondence relates to major developments, important local issues or	Routine correspondence and emails General information including invitations, lobbying and promotional material	ACSS Town and Parish Councils document retention schedule and guidance 2025

	Council decisions not duplicated in minutes, in which case retain for 4 years then preserve.		
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Legal and Contracts

Contracts and Tendering – pre contract advice	Destroy 2 years after contract let or not proceeded with	Expressions of interest	
Specification and Contract Development – the process involved in the development and specification of a contract	Destroy 6 years after the terms of the contract have expired	Tender specification	
Tender Issuing and Return	Destroy 1 year after start of contract	Opening notice Tender envelope	
Successful Tender Document	Destroy 6 years after the terms of the contract have expired	Tender documents Quotations	
Unsuccessful tender documents	Destroy 1 year after start of contract	Tender documents Quotations	
Awarding of contract	Destroy 6 years after the terms of the contract have expired	Signed contract	
Contract Management – contract operation and monitoring	Destroy 2 years after the terms of	Service Level Agreements Compliance reports	

	contract have expired	Performance reports	
Management and amendment of contract	Destroy 6 years after the terms of the contract have expired	Changes to requirements Variation forms Extension of contract Complaints Disputes on payment	

Human Resources

Personnel Administration - summary management systems that allow the monitoring & management of Council Representatives in summary form. Note: The summary information that this record class attempts to capture is:- Name DOB Date of appointment Work history details Position/designation Titles & dates held	Destroy after 7 years from termination	Employment register of both permanent and temporary staff Registers of personnel files Salary master record	
The process of administering Council Representatives to ensure that entitlements & obligations are in accordance with	Destroy 6 years from date of last pension payment	Medical clearance Letter of appointment Letter of acceptance Details of assigned duties Probation reports	

agreed employment requirements		Medical examinations Personal particulars Educational qualifications Declarations of pecuniary interests Employment contracts	
Records relating to staff working with children	Destroy 25 years after termination of contract		
All other records	Destroy 6 years after termination of contract		
Council Representative and industrial relations – identifications and development of significant directions concerning industrial matters	Permanent	Generic agreements and awards Negotiations Disputes Claims lodged	
Liaison processes of minor and routine industrial matters	Destroy 2 years after administrative use is concluded	Daily industrial relations management	
Processes of disciplinary and grievances investigations	Oral Warning – 6 months Written Warning – 1 year Final Warning – 18 months Any warnings involving children need to be placed	Disciplinary	

	permanently on personal file		
Equal Employment Opportunities – the process of investigation and reporting on specific cases to ensure that entitlements and obligations are in accordance with agreed guidelines policies	Destroy 5 years after action completed		
Occupational Health – the process of checking and ensuring the health of staff	Destroy 75 years after D.O.B	Health questionnaire Medical clearance Adjustments to workplace Restrictions Recommendations	
Recruitment	Destroy 1 year after recruitment has been finalised	Advertisements Applications Referee reports Interview reports Unsuccessful applicants	
Staff Monitoring			
Performance	Destroy 5 years after action complete	Probation reports Performance plans	
Process of monitoring staff leave and attendance	Destroy 2 years after action completed	Sick leave Jury service Study leave Special and personal leave Annual leave	
Staff Retention			
Financial reward	Destroy 7 years after action completed		

Other strategy	Destroy 3 years after action completed		
Termination – the process of termination of staff through voluntary redundancy, dismissal, and retirement	Destroy 6 years after last payment of pension	Resignation Redundancy Dismissal Death Retirement	
Training and Development			
Routine staff training not occupational health and safety, or children related	Destroy 2 years after action completed	Course individual staff assessment	
Training (concerning children)	Destroy 35 years after training completed, or last entry	Course individual staff assessment Training register	
Training (occupational health and safety training)	Destroy 50 years after training completed	OH&S training register	
Training materials	Individual course assessment records should be destroyed once the training has been renewed – Destroy 1 year after course is superseded.		
Training (proof of completion)	Destroy 7 years after action completed	Certificates Awards Exam results	
Volunteers			

Personal details	Destroy after volunteering has ceased		
Members			
Personal details	Destroy after membership has ceased		
Declarations of interest	Destroy after membership has ceased		
Statement of Assurance	Destroy after membership has ceased		
DBS records	Destroy after membership has ceased		

Financial Management

Accounts & Audit Reporting			
The process that consolidates financial transactions on an annual basis for corporate reporting purposes	Annual audited accounts: retain in Council custody for 7 years, then preserve. Historic ledgers and receipt and payment books: retain for 7 years, then preserve.	Consolidated annual reports Consolidated financial statements Statement of financial position Operating statements General ledger	ACSS Town and Parish Councils document retention schedule and guidance 2025
The process that supports and consolidates financial transactions on a periodic (less than annual basis), superseding those from the previous period. Does not include journals and subsidiary	Interim accounts and working papers: retain only where annual accounts do not survive or for administrative/audit need. Otherwise destroy after the last completed audit year or once administrative use is concluded.	Consolidated monthly and quarterly reports Consolidated monthly and quarterly financial statements Working papers for the preparation of the above Monthly accrual statements	ACSS Town and Parish Councils document retention schedule and guidance 2025

ledgers and cash books		Cashflow statements Creditor listings and reports Debtor listings and reports	
Financial Transactions Management			
Management of the approvals process for purchase, including investigations	Destroy 7 years after the end of the financial year in which the records were created	Appointments and delegations Audit investigations Arrangements for the provision of goods and/or services	
Identification of the receipt, expenditure and write offs of public monies	Cash books, bills, vouchers, bank statements and other subsidiary financial records: retain for 7 years, then destroy. Receipt books, paid invoices, cheques, VAT records, wage books, members' allowance registers, parish hall/recreation ground hiring records and precept books: retain for 7 years, then destroy.	Allowances Work orders Invoices Credit card statements Cash books Receipts Cheque counterfoils Bank statements Vouchers	ACSS Town and Parish Councils document retention schedule and guidance 2025
Process involving the provision and support for individuals using public transportation	Destroy 6 years after the conclusion of the financial transaction that the record supports	Applications Card issue Rail Warrants	
Processes that balance and	Destroy 2 years after its	Reconciliations Summaries of accounts	

reconcile financial accounts	administrative use is concluded		
Taxation Records	Destroy 5 years after the end of the financial year in which the records were created.	Taxation records Motor vehicle logs Fringe benefits tax records Group certificates	
Processes involved in the collection of National Insurance Number	Destroy 2 years after the Council Representative ceases engagement or employment	Notification and input records	
Payroll Accountable processes relating to payment of Council Representatives	Destroy 7 years after the conclusion of the financial transaction that the record supports	Authority sheets Payroll deduction authorities Payroll disbursement Council Representative pay records Council Representative taxation records	
Non-accountable processes relating to payment of Council Representatives	Destroy after administrative use is concluded	Summary Council Representative pay reports	
Financial Provisions – Budgets and Estimates			
The process of finalising local authorities' annual budget	Permanent	Annual budget	
The process of developing local authorities' annual budget	Destroy 2 years after annual budget adopted by local authorities	Draft budgets Departmental budgets Draft estimates	
The process of reporting which examines the budget in relation	Destroy after next year's annual budget has been adopted by Local Authorities	Quarterly statements	

to actual revenue and expenditure			
Loans			
The activity of borrowing money to enable a local authority to perform its functions and exercise its powers	Destroy 7 years after the loan has been repaid	Loan files	
Summary management of loans	Permanent	Loans registers	
Asset Monitoring and Maintenance			
Management systems that allow the monitoring and management of assets in summary form	Destroy in 7 years	Subsidiary asset registers	
Process of reporting and reviewing assets status	Destroy 2 years after administrative use is concluded	Routine returns and reports on asset status Inventories Stocktaking Acquisition and disposal reports	
The process of maintaining assets	Destroy 7 years after last action	Garden maintenance Cleaning Painting	
The process of maintaining plant and equipment	Destroy 7 years after disposal of asset	Service records Plant files	
Asset Acquisition and disposal – process for assets	Destroy 6 if under £50,000 or 12 years if over £50,000	Legal documents relating to the purchase/sale Particulars of sale documents Leases	

		Applications for leases, licences, and rental revision Tender documents Conditions of contracts Certificates of approval	
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Property and Land Management

Property and Land Management			
Reports to management on overall property of the local authority	Permanent	Consolidated property and buildings annual reports Summary of leased property Site register Register of leases	
Property Development and Renovation			
The process of managing and undertaking renovations and development of property	Permanent	Project specifications Plans Installation manuals Certificates of approval	
The action process involved in the development and renovation of property	7 years	Work orders Tender contracts Conditions of contracts	
Leasing and Occupancy			
The process of managing leased property	Destroy 15 years after expiry of the lease	Lease agreements Rental expenditure authorities Valuation queries Applications for leases, licences and rental revision	
The process of managing the	Destroy 7 years after the conclusion of	Requests for works, cleaning, etc.	

occupancy of property	the transaction that the record supports		
Transport Management			
The process of acquisition and disposal of vehicles through lease or purchase	Destroy 7 years after the disposal of the vehicle	Leases Contracts Quotes Approvals Fleet authorisation numbers	
The process of managing allocation and maintenance of vehicles	Destroy 7 years after the sale or disposal of the vehicle	Approvals as drivers Allocations and authorisations for vehicles Maintenance	
The process of recording vehicle usage	Destroy 3 years after the sale or disposal of the vehicle	Vehicle usage reports	
The process of recording drivers' usage	Destroy 7 years after closure	Vehicle logbook	
Insurance - Policy Management			
The summary management of insurance arrangements	Insurance register: retain for administrative need. Insurance policies and associated risk assessments should be retained for 40 years from commencement or renewal, then destroyed.	Insurance register	ACSS Town and Parish Councils document retention schedule and guidance 2025
The process of insuring local authority officers, property, vehicles and equipment	Insurance policies and associated risk assessments: retain for 40	Insurance policies Correspondence	ACSS Town and Parish Councils document retention schedule and guidance 2025

against negligence, loss, or damage	years from commencement or renewal, then destroy.		
The process of renewing insurance policies	Destroy 5 years after the policy has been renewed	Insurance policy Renewal records Correspondence	
Insurance - Claims Management			
The process that records insurance claims against the local authority or local authority officers	Destroy 7 years after closure	Claims records Correspondence	

General Public Services

Health and Safety – Inspections and Assessments			
Process of inspecting equipment to ensure it is safe	Destroy 6 years after last use of equipment	Equipment inspection records	
Process of carrying out monitoring to ensure that the process is safe	Destroy 3 years from last action	Monitoring results	
Process to ensure safe systems of work	Retain until superseded or process ceases for 1 year then can be destroyed		
Process to assess the level of risk	Destroy 3 years from last assessment	Risk assessments	
Process that records injuries to adults	Destroy 3 years from closure	Accident books	
Process that records injuries to children	Destroy 25 years from closure	Accident books	

Emergency Planning			
Process to develop the emergency/disaster plan for the local community	Retain for 4 years from the date of the last entry, then preserve if the plan records a significant local emergency, community resilience function or major Council decision. Routine working papers should be retained for administrative need, then destroyed.	Major Incident Plan	ACSS Town and Parish Councils document retention schedule and guidance 2025
Notification			
The process of issuing notices to citizens with respect to particular responsibilities	Destroy 2 years after the matter is concluded	Fire prevention notices Fire prevention infringement notices Appeals against notices Registration of premises infringement notices	
CCTV			
See CCTV Scheme Retention Policy			

Miscellaneous

Freedom of Information Requests	Destroy 3 years after closure		
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Press Releases	Destroy 1 year after closure		
Public Consultations	Destroy after 3 years		
Reports, Newsletters	Destroy after 3 years		

purpose of insuring compliance	Destroy 10 years after the issue of a certificate of final inspection	Certificate of final inspection Building Inspection records Diaries	
The process of enforcing building or land regulations	Destroy 3 years		



Redruth Town Council

Data Subject Rights and Information Access Policy

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

SCOPE

The Data Protection Act 2018 and UK General Data Protection Regulation (**UK GDPR**) collectively known as 'Data Protection Laws', gives individuals ('data subjects') rights in relation to their personal data. This policy explains how Redruth Town Council deals with your requests and objections as a data subject under the UK GDPR when we act as Controller or as a requester under Freedom of Information Act 2000 or Environmental Information Regulations 2004.

FOIA

Introduction

As a public authority, Redruth Town Council must comply with the Freedom of Information Act 2000 (FOIA) and relevant ICO Codes of Practice which gives every person a general right of access to 'recorded information' held by it or on its behalf by third-party.

Redruth Town Council is required to respond to written requests for information in accordance with the law. It must also publish its adopted Publication Scheme, which we make available on our website(s) and on our internal policy system.

These processes have been implemented to ensure Redruth Town Council meets its duties under the [FOIA Code of Practice](#).

Personal Information

Where the requested information constitutes the requester's 'personal information', the request will be rejected and instead handled as a subject access request (later explained by this procedure).

No Obligation to Create

Redruth Town Council is not under an obligation to create information to respond to a request. The law only applies to information already held by it, or by certain third-parties. The request must be in writing (email is acceptable).

Requests related to Cornwall Council

Redruth Town Council, predominantly through its Library Service, may hold information on behalf of Cornwall Council. Where Redruth Town Council holds information as Cornwall Council's processor, it must comply with the Agreement with Cornwall Council and must not respond to, disclose, amend, erase, restrict, transfer or otherwise act on any request relating to that information without Cornwall Council's prior written instructions, unless required to do so by law.

Any such request, including a FOIA request, EIR request, subject access request or other data subject rights request, should be logged promptly and referred to Cornwall Council in accordance with the agreed reporting route under the Agreement. Redruth Town Council should provide reasonable assistance to Cornwall Council to enable Cornwall Council to meet its statutory and contractual obligations, including by identifying relevant information, preserving records, providing copies securely, assisting with searches, and applying any required redactions or exemptions where instructed. Staff must ensure that any information held on Cornwall Council's behalf is kept confidential, protected against unauthorised disclosure, and handled consistently with the Agreement and this policy.

Requests related to CCTV Scheme Participant Councils

Where a request relates to CCTV Footage or other information processed under the Redruth Town Council CCTV Scheme on behalf of another Participant Council, Redruth Town Council must handle the request in accordance with the Scheme Code of Practice and Scheme Policies.

Request Handling Process

Upon receipt, Redruth Town Council will log the request and assess whether the information is already made available to the requester within the Publication Scheme or otherwise available. If so, the requester will be directed to the public source as soon as possible. Where information will shortly be published by Redruth Town Council, for example through its publication scheme, and it is reasonable to withhold the information until that later date then we may consider refusing (or deferring) disclosure under Section 22 of the FOIA.

Where information is not already (or soon likely to be) readily available, Redruth Town Council will acknowledge receipt of the request and inform you of the expected date of response (including any application of the public interest test extension discussed below).

Redruth Town Council must respond to requests within 20 working days of the date of receipt of the Request unless a public interest test extension of no more than an additional 20 working days applies.

Redruth Town Council's response will:

- Confirm whether information is held by the Council. Where Redruth Town Council relies on certain exemptions, it may refuse to confirm or deny whether it holds the requested information in question where confirming or denying would, in itself, reveal information that is exempted from disclosure;
- as far as reasonably practicable, provide the requester with the requested information (subject to exemptions) in their preferred format.

Exemptions

Exemptions to disclosure under FOIA can be found here [List of exemptions | ICO](#).

If the information falls within an exemption under FOIA, Redruth Town Council will determine whether:

- The information can be disclosed in any event (for example, because the authority chooses not to apply the exemption, or in the case of confidential information from third parties, consent to disclose has been obtained from those third parties);
- The information can be edited or redacted before publication and the remainder disclosed.
- In the case of any information the authority wishes to withhold and which engages a qualified exemption, the public interest in maintaining the exemption outweighs the public interest in disclosure.

If information requested is withheld, Redruth Town Council will issue a refusal notice meeting the requirements of section 17 of FOIA. This will include:

- The information exempted from disclosure.
- Which exemption(s) apply.
- If the exemption is qualified, the reasons why the public interest test favours withholding the information.
- The procedure for appealing the refusal, including whether the Redruth Town Council has an internal review procedure and the requester's right to complain to the Information Commissioner if they are dissatisfied with the outcome of the internal review.

Vexatious or repeated requests

Public authorities are not required to comply with vexatious requests (section 14 , FOIA). It is the request, not the applicant, that must be vexatious. Examples of vexatious requests could include requests that are:

- Frivolous.
- Aimed at disrupting the work of an authority.
- Aimed at causing distress to individuals.

When responding to a vexatious applicant, Redruth Town Council is not required to explain why the request is vexatious (although we may wish to do so as part of our advice and assistance to the requester).

Similarly, Redruth Town Council is not obliged to comply repeatedly to the same or a substantially similar request from the same applicant until a reasonable period has passed.

Costs and Cost Limit

Redruth Town Council will not charge you for your actioning your request. We are however permitted to charge for disbursements in accordance with our internal Charging Policy.

Redruth Town Council is not obligated to respond to a request that exceeds the statutory costs limit (being £450 for Redruth Town Council) in respect of each individual request. The cost of an individual officer's time is £25 per hour. It follows the attached ICO guidance when calculating this fee: [Requests where the cost of compliance exceeds the appropriate limit \(section 12\) | ICO](#). Where the Data Protection Officer of Redruth Town Council reasonably believes that the costs limit will be exceeded, it is permitted to decline the request, ask you to limit your request or provide the information on receipt of the calculates fee. The costs of answering one or more request may be aggregated in limited circumstances.

Advice and Assistance

Redruth Town Council will offer advice and assistance where:

- we require further information from you to identify and locate the information requested. (The 20 working day time limit will not start until the request has been clarified.)
- we do not hold the requested information but can direct the requester to the appropriate authority.
- compliance with the request would exceed the cost limit but the applicant may be able to refine the request to bring it within the cost limit. (The 20 working-day time limit will continue to run.)

EIR

As a public authority, Redruth Town Council must comply with the Environmental Information Regulations (2004) (**EIR**) and relevant ICO Codes of Practice, which give any person a general right of access to “environmental information” held by it or on its behalf by a third party.

Environmental information is defined broadly in regulation 2(1) EIR. It includes information in any form that is on the state of environmental elements, the factors affecting them, and the measures or activities affecting or likely to affect those elements or factors, including administrative measures. Information may fall within

this definition even where it is not inherently environmental, provided it relates to a measure or activity that would, or would be likely to, affect the environment. Certain information that appears environmental may fall outside the definition.

Usually, it will be obvious what information is environmental (for example, information about land development, pollution levels, energy production, and waste management). However, some information may seem like environmental information, but it does not fall within the definition of 'environmental information' for the purposes of the Act. More information on what qualifies as 'environmental information' can be found [here](#). If you are uncertain whether the information you seek qualifies as environmental information, you may ask a member of our team for further assistance.

Personal Information

Where the requested information constitutes the requester's personal information, the request will be refused (regulation 5(3) EIR) and instead handled as a subject access request, as explained later in this procedure.

No Obligation to Create Information

As with FOIA requests, Redruth Town Council are under no obligation to create information. The law only applies to information already held.

Format of Request

Redruth Town Council is required to respond to verbal or written EIR requests for environmental information.

Request Handling Process

Upon receipt, Redruth Town Council will log the request and assess whether the requested environmental information is already publicly available. If so, the requester will be directed to the public source as soon as possible.

Where the information is planned for publication at a future date, the Council may consider applying the exception under regulation 12(4)(d) EIR (material still in the course of completion or incomplete data).

Where the information is not already (or soon to be) publicly available, the Council will acknowledge receipt of the request and confirm the expected date of response, including whether any extension for complex or voluminous requests applies.

Redruth Town Council must normally respond within 20 working days, but where the request is complex and voluminous, the EIR permits an extension to 40 working days.

Redruth Town Council's response will:

- Confirm whether the environmental information is held (unless exempt).
- Provide the information in the requester's preferred format, as far as reasonably practicable.

Presumption in favour of disclosure

The EIR require Redruth Town Council to apply a presumption in favour of disclosure of environmental information requested of it. We may, however, refuse disclosure where an exception under EIR applies and, in all the circumstances of the case, the public interest in maintaining the exception outweighs the public interest in disclosing the information.

Exceptions

Where an EIR exception applies, Redruth Town Council will consider whether disclosure would adversely affect the relevant protected interest. The Council must be satisfied that the envisaged harm is more likely than not to occur and that there is a causal link between disclosure and the anticipated adverse effect. All exceptions, other than those relating to personal data, are subject to the public interest test, and the Council will apply the statutory presumption in favour of disclosure.

Certain exceptions cannot be relied upon where the requested information relates to emissions into the environment (regulation 12(9) EIR).

If the information falls within an exception under the EIR, Redruth Town Council will consider:

- Whether information can nevertheless be disclosed (for example, because we choose not to apply the exception, or because consent has been obtained from third parties, where applicable).
- Whether the information can be edited or redacted with the remainder disclosed.
- Most EIR exceptions are subject to the public interest test, meaning the Council must determine whether the public interest in maintaining the exception outweighs the public interest in disclosure.

If information is withheld, Redruth Town Council will issue a refusal notice that:

- Identifies the information being withheld.
- Confirms which EIR exception(s) apply.
- Explains why the public interest favours withholding the information.
- Sets out the appeal process, including internal review rights and the requester's right to complain to the Information Commissioner.

Manifestly Unreasonable Requests

Redruth Town Council is not required to comply with manifestly unreasonable requests (regulation 12(4)(b) EIR). This may include requests that would impose unreasonable burdens, including excessive cost or resource impact, or those that appear to be harassing or vexatious in nature.

When assessing whether a request is manifestly unreasonable, the Council will take into account recognised factors including the burden of compliance, the value or purpose of the request, the context and history of contact, and any evidence of harassment or improper motive. These factors derive from established case law applicable to this exception. Cost may form part of this assessment (although there is no statutory costs limit to an EIR request).

Where the Council refuses a request on this ground, it will provide reasonable advice and assistance to enable the requester to refine the scope of their request.

The Council may explain why a request is considered manifestly unreasonable as part of its duty to provide advice and assistance.

Charges

The Council may levy a reasonable charge for making environmental information available (regulation 8 EIR). Any such charge will be limited to the actual costs of supplying the information, which may include staff time and attributable overheads for locating, retrieving, extracting and preparing the information for disclosure, together with reasonable disbursements. Charges will not exceed the cost of supply. A schedule of applicable charges will be published by Redruth Town Council.

No charge will be made for allowing inspection of public registers or for in-person examination of the information.

Advice and Assistance

Redruth Town Council will offer reasonable advice and assistance where:

- We require further information from the requester to identify and locate the environmental information. (A new 20 working day period begins upon receipt of information.)
- We do not hold the information but can direct the requester to another authority that may hold it.

SUBJECT RIGHTS REQUESTS

You can make Data Subject Requests in relation to the following rights:

1. Access to your personal data;
2. Correct your personal data;
3. Erase your personal data;
4. Restrict personal data processing about you;
5. Receive a copy of certain personal data or transfer that personal data to another controller, also known as the data portability right;
6. Object to personal data processing; and
7. To not be subject to automated decision-making, including profiling, in certain circumstances.

In the limited circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time.

Redruth Town Council is committed to operating openly, transparently, and to meeting all reasonable lawful requests for information that are not subject to specific exemption in the Act.

Identify verification

If you make a request, we will first check that we have enough information to confirm your identity. We will ask you to provide any evidence we reasonably need to confirm your identity.

If you are making a request on behalf of another person, we require proof of your authority to act on behalf of the data subject.

The cost of a request

We must generally respond to a request for free. However, the law permits us to charge a fee when requests are manifestly unfounded or excessive, because of their repetitive character or when the request relates to large amounts of data.

Data subject request refusal

We may refuse to respond to your request for the following reasons:

- (a) You fail to present sufficient proof of authority or identity to make the request;
- (b) The law prevents us from responding to the request;
- (c) We demonstrate that the request is manifestly unfounded or excessive, in particular because of its repetitive character; or
- (d) We do not hold any personal data related to you or any data held does not directly or indirectly identify you.

Where we refuse to respond to your request we will explain the reason for such refusal.

1. SUBJECT ACCESS REQUESTS

Making a Subject Access Request (SAR)

We recognise that you can make SARs verbally or in writing, including via social media. In the first instance, we request that all applicants contact us via townclerk@redruth-tc.gov.uk

Our acknowledgment of your SAR request

We will contact you in writing to inform you that we have received your request and that you should expect to receive a response within one month.

How we process SARs

We will check that we have enough information from you to process the request. If we need more information from you to assist us in our search we will promptly request this from you. This will have the effect of 'stopping the clock' on the request until such information is provided.

We will make reasonable efforts to find and retrieve the requested information. However, we are not required to conduct searches that would be unreasonable or disproportionate to the importance of providing access to the information.

Data relating to third-parties within a SAR

We are not required to disclose information relating to third parties, unless they have provided their consent or it is reasonable to do so without their consent. In some cases, it may not be suitable to obtain the third-party's consent (for example where harm may be caused by obtaining such consent). We may need to seek legal advice on application of this exemption.

Where it is not suitable to provide you with such third-party information, we shall take steps to redact or omit such information from our SAR response.

The right of access does not automatically grant a right to documents. If necessary, we may summarise the information (rather than provide a full copy of the document).

Responding to your SAR

Once we have confirmed identification, resolved any queries around the applicant's request, and gathered the relevant information, we will issue our response to using the original method of communication. For example, if you email us with your request, we will email you with our response.

Any postal SAR will receive our response by recorded delivery in an envelope or package marked 'Private and Confidential' and 'Addressee Only'.

Timescale for SAR response

The law gives us one month from the date of receipt of your SAR to respond.

Where your request is complex or you have made a number of requests to exercise your data rights, we may require more time to provide you with a substantive response and the law permits us a further two months to respond to you in such circumstances. If an extension is required, we will write to you within the initial one-month timeframe to inform you of this extension (including our reasons for the same and an anticipated response date).

Grounds for not complying with a SAR

The UK GDPR contains a number of exemptions to our duty to disclose personal data, and we may seek legal advice if we believe one or more of these exemptions may apply to the request. We can also refuse to comply with a SAR if it is:

- manifestly unfounded; or
- manifestly excessive.

Details of these exemptions can be found on the Information Commissioner's Office (ICO) [website](#).

2. RIGHT TO RECTIFICATION

If you identify an error in the information we hold about you, please notify us as soon as possible.

If we agree that the information is inaccurate we will take all reasonable steps to correct the information or if relevant and practically possible, remove the inaccurate information by deletion or destruction. We will inform of when such rectification has taken place you using your original method of communication

We will also take steps to identify each third-party recipient of the personal data that is the subject of the rectification and communicate the rectification of the personal data to each recipient unless such communication or identification is impossible or involves disproportionate effort.

3. RIGHT TO ERASURE (RIGHT TO BE FORGOTTEN)

This right applies in the following circumstances:

- (a) The personal data is no longer necessary in relation to the purpose for which it was originally collected;
- (b) The processing was based on consent, and you have now withdrawn your consent;
- (c) you object to processing and we do not have an overriding legitimate interest as Data Controller;
- (d) The data was being unlawfully processed; and
- (e) The data must be erased to comply with a legal obligation.

If we determine that we must erase your data in response to the request, we will take reasonable steps to seek erasure from any third-party data recipients, unless such action is impossible or involves disproportionate effort.

We may also refuse to respond to an erasure request if we process personal data that is necessary for:

- (a) Exercising the right of freedom of expression and information.
- (b) Complying with a legal obligation.
- (c) The performance of a task carried out in the public interest.
- (d) Exercising our official authority.

- (e) Public health reasons consistent with the exceptions for processing sensitive personal data such as health information.
- (f) Archiving purposes in the public interest, scientific or historical research purposes, or statistical purposes, if the erasure is likely to render impossible or seriously impair the processing objectives.
- (g) The establishment, exercise, or defence of legal claims.

4. RIGHT TO RESTRICT PROCESSING

You have the right, in certain circumstances, to request that we restrict the processing of your personal data.

Examples of restrictions include:

- (a) You contest the accuracy of the personal data we hold. We must restrict processing the contested data until we can verify its accuracy.
- (b) The processing is unlawful. Instead of requesting erasure of the data, you can request that we restrict use of the unlawfully processed personal data.
- (c) We no longer need to process the personal data but you need the personal data for the establishment, exercise, or defence of legal claims.
- (d) you object to processing, including profiling, for:
 - a. purposes that we consider necessary to perform a task in the public interest; or
 - b. purposes that we consider necessary for our or a third party's legitimate interests.

Where processing is restricted, we may retain a right to process your personal data in certain circumstances including where we have your consent, where we must establish, exercise, or defend legal claims, where we need to protect another person and for reasons of public interest.

5. RIGHT TO DATA PORTABILITY

This right allows individuals to obtain and reuse their personal data for their own purposes across different services. It allows the individual to move, copy or transfer personal data easily from one service provider to another in a safe and secure way in a common data format, for example, Excel or CSV file. We will make reasonable efforts to transmit the personal data using a method you have request.

The right applies in the following circumstances:

- (a) When the personal data was provided to the controller directly by you;

- (b) Where the processing is based on consent or performance of a contract;
- (c) When processing is carried out by automated means.

6. RIGHT TO OBJECT

You may object to processing where processing is based on legitimate interest or performance of a task in the public interest/exercise of official authority (including profiling), direct marketing (including profiling) and for the purposes of scientific/historical research and statistics.

We can refuse to grant an objection when:

- (a) You object to processing for scientific or historical research purposes or statistical purposes and we can demonstrate that the processing is necessary for us to perform a task in the public interest.
- (b) You object to processing, including profiling, based on processing for a task in the public interest or in our (or a third-party's) legitimate interest and we can demonstrate:
 - a. a compelling legitimate ground for processing the personal data that overrides your interests; or
 - b. that we need to process the personal data to establish, exercise, or defend legal claims.

7. RIGHTS IN RELATION TO AUTOMATED DECISION MAKING AND PROFILING

This right provides you with the right to be safeguarded from potentially adverse decisions made without human intervention.

The right applies when a decision is based on automated processing and produces legal/significant effects on you. It does not apply if the decision:

- (a) is necessary for entering into or performance of a contract;
- (b) is authorised by law;
- (c) is based on explicit consent; or
- (d) does not have a legal/significant effect on the data subject

8. RIGHT TO WITHDRAW CONSENT

To withdraw your consent, please contact the Data Protection Officer, Charlotte Williams, by emailing townclerk@redruth-tc.gov.uk. Once we have received notification that you have withdrawn your consent, we will no longer process your

information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

RE-USE OF PUBLIC SECTOR INFORMATION

Redruth Town Council is a public sector body for the purpose of the Re-use of Public Sector Information Regulation 2015. These Regulations govern how information produced as part of the Council's public task may be re-used by individuals, businesses or other organisations. RPSI Concerns the terms on which information may be re-used; it does not provide a right of access to information. Access is dealt with under UK GDPR/Data Protection Act 2018, Freedom of Information Act 2000, the Environmental Information Regulations 2004 and other relevant access legislation.

To make a request for re-use of public information or more information in relation to our Information Assets, please contact the Town Clerk by email townclerk@redruth-tc.gov.uk. Permitted charges may apply.

IF WE CANNOT PROCESS YOUR REQUEST

If we believe your request cannot be actioned, we will inform you of the reason(s) for not acting and inform you of your right to lodge a complaint with the supervisory authority and seeking a judicial remedy.

OUR DATA PROTECTION COMPLAINTS PROCEDURE

Individuals have the right to raise a data protection complaint directly with Redruth Town Council if they consider that we have infringed data protection law in the way we have handled their personal data. This includes complaints about how we have collected, used, disclosed, retained or protected personal data, or how we have responded to a data subject rights request.

A complaint may be made in writing to the Town Clerk or Deputy Town Clerk, including by email to townclerk@redruth-tc.gov.uk. We will also recognise data protection complaints received through other communication channels where it is reasonably clear that the individual is unhappy with how we have handled their personal data. If we are unsure whether a communication is intended to be a data protection complaint, we may ask the individual to clarify this.

We will acknowledge receipt of a data protection complaint within 30 days of receiving it. Where appropriate, we may ask for further information to understand the complaint, verify identity or confirm authority where a complaint is made on behalf of another individual.

We will take appropriate steps to investigate and respond to the complaint without undue delay. This may include making relevant internal enquiries, reviewing records,

considering whether any remedial action is required and keeping the complainant informed of progress where the matter cannot be concluded promptly.

Once our investigation is complete, we will inform the complainant of the outcome without undue delay. Our response will explain, where appropriate, whether the complaint has been upheld, partly upheld or not upheld, any action we have taken or propose to take, and the complainant's right to complain to the Information Commissioner's Office if they remain dissatisfied.

If you remain dissatisfied after we have considered your complaint, you have the right to report your concern to the Information Commissioner's Office (ICO). You can do this by visiting their website (<https://ico.org.uk/>) or by calling them on 0303 123 1113



Redruth Town Council Member, Officer, Volunteer and Contractor Privacy Notice

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1. INTRODUCTION AND IMPORTANT INFORMATION

- 1.1 Redruth Town Council (“we”, “us” or “our”) are committed to protecting and respecting your personal data and privacy. This privacy notice relates to how we use and collect personal data about you during and after your working relationship with us.
- 1.2 Whenever you provide personal data, we are legally obliged to use your information in line with all applicable laws concerning the protection of such information; including but not limited to the Data Protection Act 2018 and the General Data Protection Regulation (UK GDPR), described in this policy as the “Data Protection Laws”.
- 1.3 For the purpose of the Data Protection Laws, Redruth Town Council is the data controller. This means that we are responsible for deciding how we hold and use personal information about you. We are required under data protection legislation to notify you of the information contained in this privacy notice.
- 1.4 This privacy notice applies to:
 - 1.4.1 current and former employees, apprentices, workers and contractors (of the Council excluding event traders, contributors and performers who are covered by the Redruth Town Council Privacy Notice);
 - 1.4.2 Volunteers including library volunteers, operational volunteers (such as de cluttering volunteers) and those recruited via third-party charities and organisations but excluding Youth Council volunteers and library Summer Reading Challenge volunteers; and
 - 1.4.3 members/elected representatives, including Councillors, acting in their Council capacity.

together “**Council Representatives**”.

We may amend or update this notice at any time but if we do so, we will provide you with an updated copy of this notice as soon as reasonably practical.

2. DATA PROTECTION PRINCIPLES

- 2.1 We will comply with data protection law. This says that the personal information we hold about you must be:
 - 2.1.1 Used lawfully, fairly and in a transparent way;
 - 2.1.2 Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes;
 - 2.1.3 Relevant to the purposes we have told you about and limited only to those purposes;

- 2.1.4 Accurate and kept up to date;
- 2.1.5 Kept only as long as necessary for the purposes we have told you about;
- 2.1.6 Kept securely;

3. THE DATA WE COLLECT ABOUT YOU

- 3.1 Personal data, or personal information, means any information about an individual from which that person can be identified (for example, your name, email address, unique identification number etc.). It does not include data where the identity has been removed (anonymous data or pseudonymised data).
- 3.2 Typically, the personal data we collect and process will include Identity, Contact, Employment, Financial, Profile, Technical, and CCTV Data:
 - 3.2.1 **Identity Data** includes first name, last name, title or other identifier (such as job title), marital status, dependents, date of birth, gender and images.
 - 3.2.2 **Contact Data** includes billing addresses, email addresses, telephone numbers and emergency contact information.
 - 3.2.3 **Employment Data** includes employment history, salary, working hours, annual leave, pension and benefits information, start and leaving date of employment, location of workplace, CV and cover letters, right to work documentation, employment references, training records, professional memberships, performance information, disciplinary and grievance information.
 - 3.2.4 **Financial Data** includes bank account details, national insurance number, payroll records, compensation history, and tax status information.
 - 3.2.5 **Profile Data** includes your username and password, interests, preferences, feedback and survey responses.
 - 3.2.6 **Technical Data** includes information about your use of our information and communications systems.
 - 3.2.7 **CCTV Data** includes data (including but not limited to images, video and sound) gathered by Closed Circuit Television, Automatic Number Plate Recognition and other surveillance technologies installed at our property.
 - 3.2.8 **Member Data** includes information relating to your role as an elected representative, including declarations of interest, attendance records, voting history, register of gifts and hospitality, committee membership, published contact information, correspondence generated in the course of Council business, and any biographical information you choose to provide for publication.
 - 3.2.9 **Volunteer Data** includes information relating to your volunteering role, including application details, skill or experience information relevant to

your placement, training records, schedules and activity logs, safeguarding information where applicable, and any correspondence relating to the administration or supervision of your volunteering activities.

3.3 In certain circumstances, we may collect Special Categories of Personal Data about you, more sensitive personal data which require a higher level of protection, such as:

- 3.3.1 Information about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions;
- 3.3.2 Trade union membership;
- 3.3.3 Information about your health, including any medical condition and sickness records;
- 3.3.4 Genetic information and biometric data; and
- 3.3.5 Information about criminal convictions and offences.

4. **HOW IS YOUR PERSONAL DATA COLLECTED?**

4.1 We use different methods to collect data from and about you including:

- 4.1.1 **Direct interactions**, including when you submit application forms or corresponding with us by post, phone, messaging service, email or otherwise. We may also collect additional personal information throughout the course of your employment.
- 4.1.2 **Third parties or publicly available sources**, including contractors engaged by Redruth Town Council, Cornwall Council (where applicable such as the Library), former employers, employment agencies, credit reference agencies, background check agencies and social media platforms.
- 4.1.3 **Data generated by monitoring or security tools** including CCTV, IT logs or security system outputs.

5. **IF YOU FAIL TO PROVIDE PERSONAL DATA**

5.1 Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (such as paying you or providing a benefit), or we may be prevented from complying with our legal obligations (such as to ensure the health and safety of our employees people).

In this case, we may have to cancel all or part of a service you have with us, but we will notify you if this is the case.

6. LAWFUL BASIS FOR PROCESSING

- 6.1 We will only process your personal data where a legal ground for processing has been identified (also commonly known as 'valid lawful basis'). This could be:
 - 6.1.1 Where you have given your consent to the processing (Article 6(1)(a) of the UK GDPR – Consent)
 - 6.1.2 Where it is necessary for the performance of a contract with you (Article 6(1)(b) of the UK GDPR – Contractual)
 - 6.1.3 Where we need to comply with our legal obligations (Article 6(1)(c) of the UK GDPR – Legal Obligation)
 - 6.1.4 Where it is necessary for our legitimate interests pursued or the legitimate interest of others, and your interests and fundamental rights do not override those interests (Article 6(1)(f) of the UK GDPR – Legitimate Interest)
- 6.2 In limited circumstances, we rely on your consent for processing, such as when we process your data outside our contractual obligations or when we handle Special Category Personal Data for any non-employment related purpose. We may process your personal data without your knowledge or consent where this is required or permitted by law. If we collect consent, we will inform you how we do so, the circumstances when this may be required and how you are able to exercise your right to withdraw consent.
- 6.3 In limited circumstances, we may also use your personal data in the following ways:
 - 1. For the protection of you or others' interests (Article 6(1)(d) of the UK GDPR – Vital Interests); or
 - 2. For the performance of a task carried out in the public interest or for official purposes (Article 6(1)(e) of the UK GDPR – Public Task).

7. HOW YOUR DATA WILL BE USED

- 7.1 We have set out below in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate. Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data, where more than one ground has been set out in the table below.

All individuals covered by this policy		
Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
Training and Development	As applicable to the training provided	Public task (to ensure Council Representatives are adequately trained to discharge statutory and organisational functions) Legal obligation (where training is required by law, such as health and safety or safeguarding).
Wellbeing, Pastoral or Occupational Support.	Identity Contact Employment Special Category Data (Health), where support relates to health or adjustments Volunteer Data Member Data	Public task (to support the effective functioning of Council Representatives in delivering statutory duties). Legal obligation (health and safety, duty of care). Special category condition: Schedule 1 DPA 2018 (employment, social protection, or health and safety).
Systems access rights and usage, including systems access management, password administration, and account administration	Identity, Contact, Technical	Public task (to operate Council systems required for the performance of official functions) Legal obligation (information security)
Safeguarding Requirements such as Disclosure and Barring Service (DBS) checks	Identity, Contact, Special Category Data (Criminal offence data)	Necessary to comply with a legal obligation (safeguarding) Special category/Criminal offence condition: Schedule 1 DPA 2018 (employment, social protection, or safeguarding) or explicit consent where required.

To facilitate business management and administration including: Business and workforce planning Accounting and auditing Ensuring information and network security Internal governance, audit and oversight Emergency planning Union relations (where applicable)	Identity Contact Employment Financial Profile Technical CCTV Volunteer Data Special Category Data (Trade Union)	Public task (necessary to support efficient and lawful operation of Council functions) Necessary to comply with a legal obligation (legal, regulatory, tax, accounting and reporting) Necessary for our legitimate interests (to run and protect our business)
To record incidents and accidents occurring at Council premises, administer related insurances, and meeting other health and safety obligations.	Identity Contact CCTV Special Category Data (Health) Volunteer Data	Necessary to comply with a legal obligation (health and safety) Necessary for our legitimate interests (to ensure our property is secure and fit for use and to ensure the wellbeing of employees, workers and contractors) Public task (to maintain a safe environment for Council Representatives and visitors)
Management of departing personnel.	As applicable	Public task (to administer the conclusion of official or working relationships and ensure ongoing security of the Council and its assets/data) Legal obligation (where statutory retention or reporting duties apply)
Recognition, Rewards and Engagement	Identity Contact Employment Data Volunteers Data	Legitimate interests (to support morale, engagement and organisational culture).

	Member Data	
Images and video taken of Council activities and Events used for promotional purposes where you may be present (including Social media and our Websites).	Images	Legitimate interests (to promote the Council and its activities). You may object to this processing activity at any time by informing your line manager.
Employees and Workers		
To register you as a new employee, worker or contractors and set up your account profile	Identity Contact Employment Financial Profile Special Category Data (Health) Volunteer Data	Performance of a contract with you
To facilitate recruitment and employment or engagement: Determining the terms of employment Checking your right to work in the UK Making salary payments to you and confer benefits in connection to your employment Enrolling you in a pension arrangement Providing workplace adjustments Conducting performance reviews and determining performance requirements Gathering evidence for complaint, grievance or disciplinary procedures	Identity Contact Employment Financial Profile Special Category Data (Health, Biometric) Volunteer Data	Performance of a contract with you Necessary to comply with a legal obligation Necessary for our legitimate interests (to recruit a candidate best suited for the position, to provide equal opportunities and to study employee satisfaction and retention)

Asking you to take a survey		
Statutory reporting and administration of statutory schemes.	Identity Contact Employment Financial Special Category Data (where required by law)	Legal obligation (statutory reporting, taxation, pension administration, workforce reporting).
Volunteers		
To register you as a volunteer and administer your volunteering relationship with us.	Identity Contact Profile Special Category Data (Health)	Public task (where volunteering activity supports delivery of statutory or public functions) Legal obligation (where required for safeguarding, health and safety, or statutory reporting)
To manage volunteering activity, including: Allocating tasks, suitability assessments Coordinating schedules Providing training Monitoring participation Implementing safeguarding measures	Identity Contact Profile Technical Special Category Data (Health)	Public task (to coordinate volunteer activities that support Council functions) Legal obligation (health and safety, safeguarding where applicable)
To maintain security and protect our premises, systems and people.	Identity Contact CCTV Technical	Public task (to maintain secure operations) Legal obligation (health and safety)
Elected Representatives		
Election-related processing	Identity Contact Member Data Special Category Data (Political opinions) where required for nomination or	Public task (to administer elections and support the democratic process). Legal obligation (electoral legislation). Special category condition:

	statutory electoral purposes.	Schedule 1 DPA 2018 (substantial public interest – democratic engagement).
To register you as an elected representative and enable you to carry out your official functions, including matters relating to Standards, Ethical Management and Code of Conduct Management.	Identity Contact Profile Member Data	Public task (to support you in performing your statutory and democratic functions)
To administer allowances, expenses and financial entitlements connected with your elected role, if applicable.	Identity Contact Financial Member Data	Legal obligation (statutory duties relating to payments, taxation and transparency) Public task
To publish information required by law or good governance practice, including declarations of interests, attendance records, and contact information.	Identity Contact Profile Member Data	Legal obligation (publication duties under relevant local government legislation) Public task
To record attendance at meetings, minutes, decisions taken, and other democratic processes.	Identity Contact Profile CCTV (where meetings are recorded) Member Data	Public task (to support democratic accountability and transparency) Legitimate interests (to maintain an accurate record of proceedings)
To maintain security and protect our premises, systems and people.	Identity Contact CCTV Technical Member Data	Legitimate interests (to ensure the security of the Council and its members) Legal obligation (health and safety)
Contractors		
To manage contractor access to Council	Identity Contact Employment	Public task (to maintain secure and effective operations)

premises, systems and information	(where applicable to the engagement) Financial Technical (where systems access is required)	Legal obligation (health and safety and information security) Legitimate interests (to protect Council assets, staff and visitors)
To register you as a contractor and administer your working relationship with the Council	Identity Contact Employment (where applicable to the engagement) Financial Technical (where systems access is required)	Performance of a contract with you Legal obligation (including taxation, financial transparency, and procurement compliance)
To ensure health and safety compliance during your provision of services	Identity Contact CCTV Special Category Data (Health) where required for risk assessments or incident reporting	Legal obligation (health and safety) Special category condition: Schedule 1 DPA 2018 (health and safety or statutory purposes)
To facilitate procurement, contract monitoring, audit, and financial administration	Identity Contact Financial Technical (where relevant to contract performance)	Legal obligation (financial reporting, audit, procurement regulation) Public task (delivery of statutory functions reliant on contracted services) Legitimate interests (to ensure value for money and oversight of contractor performance)
To respond to incidents, complaints or disputes involving contractors	Identity Contact CCTV Employment	Public task (investigation and resolution of matters affecting Council functions)

	(where relevant) Special Category Data (where incident circumstances require it)	Legal obligation (regulatory or safety requirements) Legitimate interests (to protect the Council's legal and operational interests) Special category condition: Schedule 1 DPA 2018 (legal claims or regulatory requirements)
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8. **MONITORING**

We may monitor the use of our premises, information systems and equipment where this is reasonable, proportionate and necessary for a defined purpose. Monitoring may include review of IT system logs, access records, security alerts, email metadata, CCTV footage and other audit trails generated through your use of Council systems. Activities related to limited monitoring of personal devices can be found under our BYOD Policy.

All Council Representatives are informed that monitoring of systems and communications may take place. Monitoring is carried out in accordance with the Data Protection Act 2018 and the UK GDPR, and only for purposes such as ensuring the security of our networks and data, detecting unauthorised use, complying with legal or regulatory obligations, safeguarding, and preventing or detecting wrongdoing.

We do not use monitoring for continuous assessment of performance unless you have been expressly informed that this will occur and the monitoring is justified and proportionate. Any monitoring undertaken will be limited to what is necessary to achieve the stated purpose and will be subject to appropriate safeguards.

9. **AUTOMATED DECISION MAKING**

9.1 Automated decision-making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision-making in the following ways:

9.1.1 Where we have notified you of the decision and given you 21 days to request for a reconsideration;

9.1.2 Where it is necessary to perform a contract with you;

9.1.3 Where it is authorised by law;

9.1.4 In limited circumstances, where you have given explicit written consent.

9.2 You will not be subject to a decision that will have a significant impact on you based solely on automated decision-making, unless we have a valid lawful basis for doing so and we have notified you.

9.3 We do not envisage that any decisions made about you will be made using automated means. Should this position change, we will notify you in writing and ensure that appropriate measures are in place to safeguard your rights.

10. **THIRD PARTIES AND SHARING INFORMATION**

10.1 We may share your data with third parties, including third-party services where required by law, where it is necessary to administer the working relationship with you or where we have another legitimate interest in doing so.

10.2 All our third-party service providers are required to take appropriate security measures to protect your personal information in line with our policies. We do not allow our third-party service providers to use your personal data for their own purposes. We only permit them to process your personal data for specified purposes and in accordance with our instructions. We never sell your data to third parties or allow third parties to contact you without your permission.

10.3 Please see below list which sets out the categories of third parties which may receive your personal data.

THIRD-PARTIES WHO MAY RECEIVE YOUR PERSONAL DATA
Cornwall Council and their systems (where applicable such as Library Staff and Volunteers)
Members, as permitted by the Redruth Town Council Information Access Protocol
IT support services
Email provider
Website provider
Software providers
Feedback aggregators and collectors
Banks
Online payment providers
Payroll provider
Pension administrator

Professional advisors (accountants, solicitors, insurers)
DBS Check providers
Secure document disposal service
Couriers
Training providers
Recruitment agencies, professional bodies and JobCentre Online
Marketing agencies
Fraud prevention agencies
Credit reference agencies
Law enforcement bodies (where necessary)

- 10.4 We may need to disclose your personal information with any competent law enforcement body, regulator, government agency or court to comply with our legal obligations (for instance, HMRC).
- 10.5 In the event that we sell or buy any business or assets, we may disclose your personal data we hold to the prospective seller or buyer of such business or assets. Such disclosure will be subject to the seller or buyer's processing of your personal data on terms equal to the protections afforded to you by this policy.

11. **INTERNATIONAL TRANSFERS**

- 11.1 We store your personal data in the UK. However, some of our external third-party service providers are based outside the UK, including the European Economic Area. Where your personal data is transferred outside the UK, we ensure a similar degree of protection is afforded to it by implementing at least one of the following safeguards. We will either:
- 11.1.1 Transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the Information Commissioner; or
 - 11.1.2 Put in place an appropriate data transfer mechanism, such as the Standard Contractual Clauses (SCCs) or the International Data Transfers Agreement (IDTA) approved by the UK regulatory authority, the Information Commissioner's Office.
- 11.2 Please contact us for further information on the specific transfer mechanisms we rely on when sending personal data outside the UK.

12. **DATA SECURITY**

- 12.1 We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those Council Representatives and other third parties who have a business need to know. They will only process your personal data on our instructions, and they are subject to a duty of confidentiality.
- 12.2 We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

13. **DATA RETENTION**

- 13.1 We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a disciplinary procedure or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.
- 13.2 To determine the appropriate retention period for personal data, we consider:
 - 13.2.1 the amount, nature and sensitivity of the personal data;
 - 13.2.2 the potential risk of harm from unauthorised use or disclosure of your personal data;
 - 13.2.3 the purposes for which we process your personal data and whether we can achieve those purposes through other means; and
 - 13.2.4 The applicable legal, regulatory, tax, accounting or other requirements.
- 13.3 In some circumstances, we may anonymise your personal data (so that it can no longer be associated with you), in which case we may use this information indefinitely without further notice to you.
- 13.4 For more information on our standard Retention Periods. Please visit our Data Retention Policy.
- 13.5 Once you are no longer a Council Representative, we will securely destroy or erase your personal information in accordance with our Data Retention Policy. For further details on our retention periods, please refer to the Data Retention Policy or contact the Privacy Officer.

14. **YOUR RIGHTS**

- 14.1 Under the data protection laws, you have legal rights in relation to your personal data:

- 14.1.1 **To be informed** – We must make this privacy policy (sometimes referred as to the privacy notice) available to you and be transparent over how we process your data.
- 14.1.2 **Access** – You are entitled to know what details we hold about you and why (please see below clause 14).
- 14.1.3 **Rectification** – We are obliged to correct or update your details without delay provided you make the request in writing, clearly specifying which data is incorrect or out of date.
- 14.1.4 **Erasure** – This is also known as the right to be forgotten. You have the right to require us to erase your personal data under specific circumstances. A request for deletion will be decided on a case-by-case basis.
- 14.1.5 **Restrict processing** – You have the right to ‘block’ or suppress our processing of your personal data.
- 14.1.6 **Portability** – You have the right to obtain the personal data that you have provided to us in a commonly used machine-readable format and reuse it with a different organisation.
- 14.1.7 **Object** – You have the right to object to us processing your data in certain circumstances. However, we may still be allowed (or required) to process your personal data if we can show you that we have a compelling reason for doing so.
- 14.1.8 **Rights in relation to automated decision making and profiling** – We do not use automatic decision making or profiling.
- 14.1.9 **Withdraw consent** – Where you have given us consent to process your personal data, you can withdraw that consent at any time. We do not penalise individuals who wish to withdraw consent and we act on withdrawals of consent as soon as we can.
- 14.2 Should you wish to exercise your data protection rights, please contact the Privacy Officer.

15. **SUBJECT ACCESS REQUESTS (SAR)**

- 15.1 You are entitled to know about how we hold your personal data and why. We strive to be as open as we can be when granting you access to your data.
- 15.2 You may raise a formal request with the Privacy Officer. If we do not hold information about you, we will confirm this in writing at the earliest opportunity. If we do hold your personal data, we will respond in writing. Our response will:
 - 15.2.1 confirm that we process your data;
 - 15.2.2 verify the lawfulness and the purpose of the processing;

- 15.2.3 confirm the categories of personal data we process;
- 15.2.4 confirm the type of recipients to whom the personal data have been or will be disclosed; and
- 15.2.5 let you have a copy of the data in a format we deem suitable or as reasonably required by you.

16. **CHANGES TO THIS PRIVACY POLICY**

- 16.1 We keep our policies under regular review. This version was last updated in October 2026.



Redruth Town Council

Member Information Access

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1. INTRODUCTION

- 1.1 Redruth Town Council (“**the Council**”, “**we**” or “**us**”) recognises that Members require timely, relevant and sufficient information to carry out their constitutional, decision-making, scrutiny and civic functions effectively.
- 1.2 The purpose of this policy is to set out how Members may request, access, use and handle Council Data in connection with their Council role, while ensuring that information is shared lawfully, proportionately and consistently with the Council’s obligations of confidentiality, transparency and information governance.

2. DEFINITIONS

- 2.1 The following definitions in this policy:

Council Data	information about us, our clients and other Council connections, whether confidential, proprietary or private, held, used or transmitted in any forms including written, spoken and electronically.
Members	Redruth Town Councillors and those with civic or ceremonial roles such as the Town Mayor and Town Crier of Redruth Town Council.
Content	any materials, information and communications including but not limited to email (both outgoing and incoming), telephone conversations, voicemail recordings, instant messages and social media postings, created, transmitted, received, printed, stored or recorded during the course of Council business or on our behalf.
Device	a smartphone, tablet, handheld computer, and any accompanying software or hardware.
Personal Data	any information relating to an identified or identifiable natural person, be it directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
Systems	smartphones, mobile or cellular phones, tablets, and laptop or notebook computers.

3. PERSONNEL RESPONSIBLE FOR THIS POLICY

- 3.1 The Town Clerk and the DPO shall be responsible for reviewing this policy to ensure that it meets legal requirements and reflects best practice.
- 3.2 Members are responsible for the success of this policy. Any misuse (or suspected misuse) of a device or breach of this policy should be reported to the Town Clerk and DPO.
- 3.3 Members will receive periodic training on information governance, scrutiny practice and lawful handling of data.

4. SCOPE OF THIS POLICY

- 4.1 Members require timely, relevant and sufficient information to discharge scrutiny and assurance roles effectively.
- 4.2 This policy aims to work in conjunction with the Code of Conduct and relevant guidance (including but not limited to Local Government Association Guidance) to set out rules regarding information use and access.
- 4.3 Redruth Town Council must ensure information is easily navigable, accessible and accurate, so that Members are able to perform their constitutional role. For this purpose, it will endeavour to put in place arrangements to regularly (through the Council and Committee meeting structure) share information (such as key performance, financial and governance information) with Members that will help them to understand how the authority is run and reduce the number of active requests for information under this Policy.
- 4.4 This policy applies to requests for, and use of, Council Data by Members where that information is required for a proper Council purpose. It explains the categories of information that may be made available, the routes for requesting information, and the circumstances in which access may be limited, refused, redacted or subject to safeguards.
- 4.5 Breach of this policy may lead to a Code of Conduct investigation. In some rare cases, it may also lead in some cases to possible criminal charges.
- 4.6 Members must only access and use Council Data for proper Council purposes, and not for personal, political campaigning, commercial or other unrelated purposes. Information must not be further disclosed or circulated without authority, and remains subject to applicable data protection, confidentiality and information governance requirements. Members should assume that information provided under this policy may be confidential,

contain personal data or be exempt from publication unless they are expressly advised otherwise.

- 4.7 Where a suspected breach of this policy is investigated, Members are expected to co-operate with any reasonable enquiries, including enquiries relating to the handling, disclosure, retention or onward sharing of Council Data.

5. **HOW INFORMATION IS MANAGED**

- 5.1 Redruth Town Council process and manage numerous categories of information. Generally these are:

- 5.1.1 Publicly Available Information.

- 5.1.2 Information made available to all Members..

- 5.1.3 Exempt from Publication.

6. **PUBLICLY AVAILABLE INFORMATION**

- 6.1 Some information required by Members may also be made public.
- 6.2 Although the right exists in law, we hope that this Policy means that Members should not need to rely on information access right, such as FOIA or EIR in securing information necessary to their role. However, your rights in this regard shall never be restricted by the Council and any request of this nature shall be handled in accordance with our Subject Rights and Information Access Policy.
- 6.3 The Council will continue to meet its obligations under the Local Government Transparency Code 2015, which requires publication of prescribed classes of open data relating to organisational performance, expenditure and governance. Information published under the Transparency Code will be made available to all Members through the Council's website. Where additional contextual explanation is required to support effective scrutiny, Redruth Town Council will provide accompanying summaries or reports to ensure that Members can interpret the material accurately and in accordance with the statutory purpose of publication.

7. **INFORMATION AVAILABLE TO ALL MEMBERS**

7.1 Members will be given access to information:

- 7.1.1 to which they are entitled under law;
- 7.1.2 prescribed classes of information set out within Local Government Transparency Code 2015 (see 6 above); or
- 7.1.3 such other constitutional arrangements as may be adopted by the Council from time to time.

Access to personal data is not automatic merely by virtue of being a Member. Where information contains personal data, access will be limited to that which is necessary and proportionate for the Member to discharge their Council function.

7.2 Entitlements under law

Members have the following rights to information under law (including but not limited to):

- Right to inspect under Local Government Act(s) 1972;
- Where applicable, Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012;
- Accounts and audit regulations;
- As with any other member of the public, Freedom of Information Act 2000 and Environmental Information Regulations 2004; and
- As with any other data subject, Data Protection Act 2018 / UK GDPR

7.3 Entitlements under “need to know”

- 7.3.1 Members may have a legitimate “need to know” where the information requested is reasonably required to enable them to discharge a specific Council function, including decision-making, oversight, scrutiny, audit or assurance. The Town Clerk or Deputy Town Clerk will assess each request by reference to the purpose of the request, the Member’s role or committee function, the relevance of the information to that function, and whether disclosure is necessary and proportionate.
- 7.3.2 Where a request is made for oversight or scrutiny purposes, the request will be considered in light of the principles of effective

scrutiny, including the need to support transparent, accountable and informed decision-making. Access may be refused, limited, redacted or made subject to safeguards where the request is not supported by a proper Council purpose, is disproportionate, or would involve disclosure of exempt, confidential or personal data without an appropriate lawful basis.

- 7.3.3 Any disclosure of information must be supported by relevant local government legislation and, where personal data is involved, must comply with the UK GDPR and Data Protection Act 2018.

8. **EXEMPT FROM PUBLICATION**

- 8.1 Certain information is exempt from publication under Schedule 12A of the Local Government Act 1972. This includes:

- 8.1.1 information relating to a particular individual;
- 8.1.2 information which is likely to reveal the identity of an individual;
- 8.1.3 information relating to the financial or business affairs of any particular person (including the authority holding that information) information relating to any consultation or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a minister of the crown and employees of, or office holders under, the authority;
- 8.1.4 information in respect of which a claim to legal professional privilege could be maintained in legal proceedings;
- 8.1.5 information which reveals that the authority proposes –
 - (a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or
 - (b) to make an order or direction under any enactment; or
- 8.1.6 information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime.

- 8.2 In applying Schedule 12A to the Local Government Act 1972, the Council will comply with its obligations under Part VA of the Local Government Act 1972, including but not limited to its duties relating to public access to meetings, agendas, reports and background papers.

- 8.3 Any determination that information is exempt will be made strictly in accordance with the statutory exemptions. This shall be applied narrowly, having regard to the Council's duties of transparency, reasoned decision-making and, where applicable, public-interest considerations.
- 8.4 Members must not disclose or circulate exempt or confidential information in any circumstances. This includes disclosure during open committee meetings or inclusion within open agendas or minutes. Such matters may only be considered within the confidential section of Council meetings, typically issued under "Yellow Papers" which is the Part II of council and Committee meetings or equivalent restricted documentation. Where exempt information is required, its use should be limited to what is strictly necessary for the purpose of the decision or scrutiny being undertaken. For more information on this, please review the Council's relevant Standing Orders distributed or made available on our website.
- 8.5 Any unauthorised disclosure, distribution or onward circulation of exempt or confidential information may result in a Code of Conduct complaint.
- 8.6 The proper and lawful use of personal information is critical to Council operations and the protection of individual rights. Unlawful use and disclosure of personal information may expose both the individual Members and the Council to regulatory enforcement action the Information Commissioner, as well as potential civil claims by affected individuals.

9. **MAKING REQUESTS FOR INFORMATION**

- 9.1 Requests for information may be made individually or by a chair on behalf of a committee. Such requests may be made, in writing, to:
- 9.1.1 Admin@redruth-tc.gov.uk where the information requested is suspected to be publicly available;
 - 9.1.2 the named Officer for classes set out within Schedule 1; or
 - 9.1.3 the Town Clerk or Deputy Town Clerk for all other types of information.
- 9.2 Requests to junior officers will automatically be rejected as those officers are not granted authority to disclose information.
- 9.3 Access decisions will always be interpreted to support accountable and transparent decision-making, except where a request has no clear purpose, where there is an illegitimate motivation or is disproportionate to Council

resources. The Council will work with the requestor to create exercisable requests.

9.4 Requests for information need to be:

9.4.1 Clear and specific;

9.4.2 Given with plenty of notice (unless there is a justifiable emergency situation);

Disclosure of information

9.5 Information must be provided to Councillors in an accurate, timely and complete manner. Redruth Town Council will present this information in an accessible format.

9.6 Redruth Town Council will inform a requestor of expected response time, as soon as reasonably practicable following receipt of a request.

9.7 Documents may contain a mixture of different classes of information, such as exempt and non-exempt information. The Town Clerk or Deputy Town Clerk shall, in their sole discretion, decide on the most suitable method of delivery of information to Members and shall be permitted to deliver information in a format necessary to avoid inadvertent disclosure of exempt or confidential information, such as extraction of relevant information (i.e not providing a document, but an excerpt of the document), summarisation or by providing redacted documents.

9.8 Members must use information responsibly, proportionately and exclusively for proper Council purposes. This does not include campaigning or personal purposes.

Confidentiality undertakings

9.9 Where necessary and proportionate to do so, the Town Clerk may seek confidentiality undertakings from any Members to further protect information to be disclosed.

Schedule 1: Information Classes

Types	Examples	General Distribution	Limitations	Request Officer
Organisational Effectiveness Information	Performance Information (not relating to individuals), Financial Information (not relating to individuals), Risk Information, Third-Party reporting and review documentation and Project/Service Information	Not routinely distributed	Members who are on a specific committee or in the case of a full council issues – all members	Town Clerk and Deputy Town Clerk
Personal Data Information	Information relating to identifiable individuals, including but not limited to Officers of the Council.	Not routinely distributed	Disclosure must be in accordance with Data Protection Legislation.	Town Clerk and Deputy Town Clerk
Decision-making Information	Reports, background papers and documents, research and business cases.	Part 1 published Council Papers	Members who are on a specific committee or in the case of a full council issues – all members	Town Clerk or Deputy Town Clerk

		Part 2 minutes published	Summary of recorded decisions only	
Governance Information	Agendas. Minutes and reports (many of which will be made available via our Website), Council-related constitutional documents, evidence of governance effectiveness and any other relevant information.	Part 1 published Council Papers	No limitation within boundaries of available Part 1 information.	Town Clerk or Deputy Town Clerk
Prescribed classes of information under Local Government Transparency Code 2015	Local government transparency code 2015 - GOV.UK	All Members (via Website)	Limited to prescribed datasets. Additional contextual information may be provided upon request, subject to statutory constraints.	Town Clerk and Deputy Town Clerk (responsible for transparency-code publication).



Redruth Town Council

Social Media Policy

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1. **ABOUT THIS POLICY**

- 1.1 This policy applies to all employees, officers, consultants, contractors, volunteers, interns, casual workers, and agency workers of the Council (the **Council**). It also applies to Councillors (Members) and those with civic or ceremonial roles such as the Town Mayor and Town Crier. These groups are collectively known as “**Council Representatives**” for the purpose of this Policy.
- 1.2 This policy is in place to minimise the risks to the Council (and Council Representatives) (“the **Council**”) through use of Social Media Platforms (as defined below).
- 1.3 This policy deals with the use of all forms of social media, including but not limited to Meta (Facebook and Instagram), LinkedIn, Whatsapp, X (Twitter), Wikipedia, TikTok and all other social networking sites, internet postings, forums and blogs (collectively known as **Social Media Platforms** under this policy). It applies to use of Social Media Platforms for business purposes as well as personal use that may impact the Council in any way.
- 1.4 This policy does not form part of any employee's contract of employment, and we may amend it at any time.

2. **STATEMENT OF PURPOSE**

- 2.1 The availability and use of social networking applications brings opportunities to understand, engage and communicate with our audiences in new ways, the Council must use these technologies and services effectively and flexibly.
- 2.2 It is also important that the Council balances this with its duties to its service users and the wider community, as well as its legal responsibilities and its reputation.
- 2.3 The Council will use Social Media Platforms in a safe, appropriate and purposeful way to engage and interact with the public.
- 2.4 The Council's use of Social Media Platforms will always be consistent with the Council's duty to safeguard children, young people and vulnerable adults, in accordance with relevant statutory requirements and guidance.
- 2.5 The policy requirements in this document aim to provide this balance to support innovation whilst providing a framework of good practice.
- 2.6 The purpose of this policy is:
 - 2.6.1 To minimise the reputational, legal and governance risks to the Council and Council Representatives arising from the use of Social Media Platforms in a professional (Council-related) capacity;

- 2.6.2 To enable the safe use of Social Media Platforms for communication, engagement, customer service and service delivery;
- 2.6.3 To ensure a consistent approach is applied across the Council focused on achieving key objectives, promoting public transparency and trust and that the reputation of the Council is not adversely affected; and
- 2.6.4 To ensure that individuals across Social Media Platforms can clearly distinguish where information provided is legitimately representative of the Council.

3. WHO IS RESPONSIBLE FOR THIS POLICY?

- 3.1 The Town Clerk has overall responsibility for the effective operation of this policy. The Senior Management Team has delegated responsibility for overseeing its implementation. Questions about the content of this policy or suggestions for change should be reported to the Town Clerk.
- 3.2 You should refer any questions you may have about the day-to-day application of this policy (including reporting the misuse of Social Media Platforms) to your line manager.
- 3.3 This policy has been formally adopted by the Full Council and is to be reviewed annually by the Town Clerk in consultation with Full Council.

4. COMPLIANCE WITH RELATED POLICIES AND AGREEMENTS

- 4.1 You should never use Social Media Platforms in a way that breaches any of our other policies (and, where applicable, Cornwall Council's policies that we are contractually bound to adhere to). For example, you are prohibited from using Social Media Platforms to:
 - 4.1.1 breach of our Safeguarding Policy;
 - 4.1.2 breach any of our IT, security, confidentiality or data-protection policies (including but not limited to our Privacy Notice, the Internal Data Protection Policy, Data Subject Rights and Information Access Policy, Breach and Escalation Policy and the Member Information Access Policy);
 - 4.1.3 breach any obligations we may have with respect to the rules of relevant regulatory bodies;

- 4.1.4 breach any obligations contained in those policies relating to confidentiality;
 - 4.1.5 breach our disciplinary procedures;
 - 4.1.6 harass or bully other staff in any way;
 - 4.1.7 unlawfully discriminate against other staff or third parties;
 - 4.1.8 breach our Data Protection Policy (for example, you should never disclose personal information about a colleague online); or
 - 4.1.9 breach any other laws or regulatory requirements.
- 4.2 If you breach any of the above policies, you will be subject to relevant action (such as disciplinary action up to and including termination of employment for employees or commencement of Code of Conduct breach processes in respect of Councillors).

5. PERSONAL USE OF SOCIAL MEDIA PLATFORMS

- 5.1 Use of your own personal Social Media Platforms during working hours is prohibited unless use is work-related or takes place during authorised breaks.
- 5.2 This policy is designed to cover Council-related use of Social Media Platforms, including:
- 5.2.1 Council Representatives use of Social Media Platforms as communication tools during the course of their official role connected with the Council.
 - 5.2.2 Access to Social Media Platforms by Council Representatives in the course of their professional duties from devices on the Council's network. Examples include, but are not limited to, monitoring feedback about a service (e.g. TripAdvisor reviews, Facebook comments) or accessing materials to support learning and development (e.g. training videos on YouTube).
 - 5.2.3 Participation on Social Media Platforms not managed by Council Representatives where contributions are posted directly in a professional capacity (e.g. contributing to a professional forum). Contributions include, but are not limited to, text, photographs and video.

- 5.3 This policy also sets out guidance on personal use of Social Media Platforms, to the extent that such use has a direct impact on the function and reputation of The Council.

6. **RESTRICTIONS AND PROHIBITED USE**

- 6.1 Council Representatives must not use Social Media Platforms for any of the following prohibited/restricted purposes:

6.2 **Libel**

- 6.3 Libel concerns "lasting" forms of publication such as print, online or broadcasting which adversely affects a person's reputation. Broadcast to the public, and publication on Social Media Platforms, of such material can give rise to actionable claims against the person who writes or publishes the content (including claims for damages and injunctions). If you use Social Media Platforms, websites or systems connected with the Council, the claimant may also argue that the Council is liable. For this reason, libellous statements made Council Representatives are strictly prohibited.

6.4 **Intellectual Property Rights**

Due to their interactive nature, our Social Media Platforms and websites can present a risk of intellectual property infringement. The most common forms of IP encountered are copyright (including written word, images including photography, art) and trademarks (such as logos). Where intellectual property exists, it is likely that permission to use those works, trademark or logo is needed. For this reason, use of third-party protected material is strictly prohibited unless permission of the Town Clerk is sought.

For the avoidance of doubt, data owned by, or derived from, Council systems (including images, video and text) or employees acting during the course of their employment is likely to constitute Council-owned intellectual property and must only be used for Council-approved purposes, unless advance permissions are obtained from the Town Clerk.

6.5 **Data Protection**

Please see "Guidance on using Personal Data on Social Media Platforms" below.

6.6 **Political Content**

The Council must remain politically neutral in its activities across Social Media Platforms and websites. The Council cannot promote any candidate in elections, parties, campaigns or political messages.

Councillors may maintain their own accounts on Social Media Platforms, but in doing so they are responsible for their own conduct on those platforms. We offer Councillors guidance on this below.

6.7 Other restrictions

- 6.7.1 Council Representatives must not set up any new account on behalf of the Council on any Social Media Platform without approval of their line manager. All accounts FOR Social Media Platforms must be logged by the Town Clerk or Deputy Town Clerk.
- 6.7.2 Council Representatives must avoid making any communications via Social Media Platforms that could damage our interests or reputation, even indirectly.
- 6.7.3 Council Representatives must not use Social Media Platforms to defame or disparage us, other Council Representatives or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.
- 6.7.4 Council Representatives must not express opinions on the Council's behalf via Social Media Platforms, unless expressly authorised to do so by your manager or the Town Clerk. You may be required to undergo training to obtain such authorisation.
- 6.7.5 Council Representatives must not use any Social Media Platforms or any the Council managed website to upload, share, repost or host any content that is pornographic, violent, or otherwise obscene. To do so would be a criminal offence.
- 6.7.6 Council Representatives must not use any Social Media Platforms or any website to incite or encourage any criminal behaviour or unlawful activity. This includes (but is not limited to) violence, harassment, discrimination, inciting hatred, encouraging disorder or defamation. This can include indirect or contributory messaging, jokes or comments that could be reasonably interpreted as promoting, condoning or encouraging.
- 6.7.7 Council Representatives must not post comments about sensitive council-related topics including but not limited to confidential information, information acquired under “yellow papers” or other publicly exempt information and intellectual property. Posts that reveal confidential Council discussions, demonstrate predetermination, or show improper reasoning relating to council

decisions may expose you and the Council to serious legal consequences including, in the Council's case, judicial review.

6.7.8 Council Representatives must not include our logos or other trademarks in any Social Media Platform posting or in your personal profile (or campaigning page).

6.7.9 Council Representatives should never provide references for other individuals on social or professional networking sites. These references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.

6.8 Any misuse of Social Media Platforms should be reported to the Town Clerk.

7. GUIDELINES FOR RESPONSIBLE USE OF SOCIAL MEDIA PLATFORMS

7.1 Council Representatives should make it clear in any personal profile posting that could reasonably be interpreted as 'connected' to your role with the Council, that you are speaking on your own behalf. Write in the first person and use a personal profile set up under a personal email address.

7.2 Council Representatives must be respectful to others when making any statement on Social Media Platforms and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

7.3 Should Council Representatives disclose your affiliation with the Council on your profile or in any Social Media Platform postings, you must state that your views do not represent those of the Council (unless you are authorised to speak on our behalf as set out in paragraph 6.7.4). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

7.4 If Council Representatives are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your manager.

7.5 If Council Representatives see any online or public content that disparages or reflects poorly on the Council, you should contact the Town Clerk without delay.

7.6 For the avoidance of doubt, the Council has identified the following permitted uses of Social Media Platforms and websites:

7.6.1 Distribute public agenda, minutes and dates of meetings;

- 7.6.2 Advertise Council activities and activities undertaken by the Council on behalf of other, such as the Library (subject to contract with Cornwall Council).
- 7.6.3 Upload approved press releases and messages.
- 7.6.4 Advertise of vacancies.
- 7.6.5 'Share', 'repost' or 'retweet' information from partner bodies, organisations or community groups subject to the content not breaching any requirement of this Policy; and
- 7.6.6 Take public questions, queries or comments. Where possible, such queries should be taken out of the public space, and into a private, secure method of communication as quickly as possible.

8. **GUIDANCE ON USING PERSONAL DATA ON SOCIAL MEDIA PLATFORMS AND THE COUNCIL WEBSITES**

- 8.1 Using any form of personal data across our Social Media Platforms and websites will trigger the need to ensure that such use meets the requirements of data (use and access) 2025, UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018 (together "**Data Protection Laws**").
- 8.2 Personal data commonly used on Social Media Platforms includes (but is not limited to) individual's names, job roles and images. This includes the personal data of Council Representatives and participants in Council activities and initiatives.
- 8.3 We must ensure that any use of personal data across our digital assets always remains compliant with Data Protection Laws, this includes meeting the data protection principles of:
 - 8.3.1 Lawfulness, fairness and transparency,
 - 8.3.2 Purpose limitation
 - 8.3.3 Data minimisation
 - 8.3.4 Accuracy
 - 8.3.5 Storage limitation
 - 8.3.6 Integrity and confidentiality (security)
 - 8.3.7 Accountability.

8.4 Our Data Protection Policy, together with our Privacy Notice, explains how the Council meets its legal obligations in this regard.

8.5 Our permitted uses of personal data for Social Media Platforms and website purposes are set out in our Record of Processing Activities. Any activity not recorded within this ROPA is not permitted by the Council, and you must seek Town Clerk approval before undertaking the activity.

8.6 **Photography**

8.6.1 A common issue when using Social Media Platforms is the handling of images taken at Council meetings or events. The Council and Council Representatives must balance the benefits of using photography to support their activities, and respecting privacy of individuals, including fellow Council Representatives.

8.6.2 Both the Council and its Representatives must adhere to strict privacy and safeguarding standards when publishing images online. The Council has formal procedures in place that set out when and how images can be lawfully taken and used. These procedures do not normally allow Council Representatives to take their own photographs of individuals or to use images on personal or non-Council related Social Media Platform accounts or websites.

8.6.3 Taking or using images independently, outside the Council's authorised processes, may create safeguarding risks for the individual involve or lead to complains of data misuse against you and/or the Council.

8.6.4 To aide Council Representatives' use of images, the Council shall support Council Representatives by:

- (a) Informing Council Representatives in advance if non-official photography is permitted.
- (b) Circulating images which can be publicly circulated (including guidance on circulation and any applicable restrictions).
- (c) Provide clear instructions on how promotional materials, including images, may be used. Council Representatives must not deviate from those instructions.
- (d) Maintaining a central, secure image library for approved use.

- (e) Ensuring all images taken by the Council meet the requirements of the Data Protection Policy.
 - (f) Offering practical support to those seeking to use images and online content.
- 8.6.5 By taking or using independent images without regard to this Policy, you understand that you do so:
 - (a) without the authority of the Council;
 - (b) in the knowledge that you may be identified as a Data Controller under Data Protection Laws, resulting in (i) your need to meet the relevant data protection principles, including transparency to individuals, (ii) allocation of a 'lawful basis' and, (iii) and with an obligation to respond personally to data subject right requests, complaints, or regulatory enquiries;
 - (c) at your own risk, including potential exposure to complaints, safeguarding concerns or legal claims by individuals;
 - (d) in breach of this Policy and the Council's Data Protection Policy, which may result in disciplinary action (for employees) or Code of Conduct investigations (for applicable Council Representatives).

9. **GUIDANCE FOR COUNCILLORS, TOWN MAYOR AND TOWN CRIER ON NON-COUNCIL RELATED SOCIAL MEDIA PLATFORM USE**

- 9.1 If you are already using, or planning to use, Social Media Platforms in connection with your position as a Councillor, Town Mayor or Town Crier, you should ensure that you are familiar with this guidance and your duties under the Code of Conduct and Data Protection Law.
- 9.2 The Council welcomes your use of Social Media Platforms:
 - 9.2.1 in a personal capacity;
 - 9.2.2 to communicate to constituents and the wider community;
 - 9.2.3 to support your community leadership position;

- 9.2.4 to partake in positive, polite and constructive debate and public discussion on community issues; and
- 9.2.5 to support your political activities and campaigning.
- 9.3 It is important to understand the legal distinction between your use of Social Media Platforms as a Council Representative and use for political or personal purposes. You will be personally responsible for the content they publish on any Social Media Platform and you are still subject to the Code of Conduct on Social Media Platforms where there is an explicit link between the content posted and council business or your role.
- 9.4 To ensure a clear, distinct and safe public communications and engagement, you should consider the following:
 - 9.4.1 keep separate Social Media Platform accounts to distinguish between your official role and your personal life to avoid 'blurred identities'. The Local Government Association recommend setting up your personal account as a "person or user" and your official role as a "page or business". We also recommend a separate political or campaigning page, if required, to ensure your 'official role' accounts do not become confused with political messaging and campaigning issues, while preserving the privacy of your personal accounts;
 - 9.4.2 ensure robustness of safety by using different passwords where possible, not using your Council email (which is on public record) to set up the account; and use two-factor authentication where possible;
 - 9.4.3 follow Civility in Public Life and LGA Digital Citizenship principles;
 - 9.4.4 not engage in rumours, personal 'attacks' or smear / misinformation campaigns, either as a perpetrator or victim. We encourage you to document and, where possible, screenshot any malicious material as this may be useful for future disciplinary or legal action. If you are directly impacted by such a campaign and wish to respond, the Town Clerk can assist you with any public actions;
 - 9.4.5 be mindful that 'what goes online, stays online' – you immediately lose control of any information uploaded, nor can you alter how something is construed once circulate/posted. Where you attempt to delete problematic material, no deletion process is 100% effective. This creates risks for you individual, and the Council. You must be confident in the lawfulness and suitability of what you put into the public space;

- 9.4.6 be aware that public life brings with it security and safety considerations. Do not upload information that may disclose information that should be protected, such as your information and images relating to your friends/relationship network, your personal address, personal contact details. This also applies to information that may potentially harm others and to do so may place you personally in breach civil laws or at risk of criminal prosecution;
- 9.4.7 be aware of the risk of misinformation and the misleading impact of AI generated ‘fake’ content. You should take reasonable steps to verify your sources before circulating information publicly; and
- 9.4.8 take caution with granting accesses to your Social Media Platform accounts. Loss of control of Social Media Platform accounts can lead to significant reputational damage and loss of public trust. It is also incredibly difficult to recover ‘stolen’ accounts.
- 9.5 Council Representatives should not divulge information that is confidential or subject to public disclosure exemptions using any Social Media Platform or website.
- 9.6 Council Representatives should make every effort to uphold public trust when communicating via any Social Media Platform. We outline steps that the Council would ask that you consider.

Account type/activity	Personal Account	Campaigning Page	Official Role Page
Disclaimer recommended	“This is my personal account and views expressed are my own and do not represent The Council. For official council business, please visit [Official Page]”	“This is my political campaigning page. Views expressed are my own and relate to my political activities only. This page is not affiliate with, or endorsed by, The Council” For privacy reasons, do not recommend you	““Councillor for Ward]. Member of [NAME] Committee for The Council. This is my official page for council-related updates. For campaigning/politica I please visit [Political Page]”. For privacy reasons, do not recommend you referencing your personal accounts.

		referencing your personal accounts.	
Responsibility for content	You	You	You, and when related to Council business, the Council
Use of personal data, Data Protection Legislation considerations and data roles.	N/A – subject to exemption in most cases.	You will likely act as Data Controller for this purpose. Please review Guidance for the use of personal data in political campaigning ICO .	You, and when related to Council business, potentially the Council. Please review the following guidance to better understand your legal duties as a data controller: Guidance for the use of personal data by elected representatives in carrying out constituency casework ICO .
Types of content	Personal life, hobbies, interests. Not representing your role or the Council in any capacity.	Political messaging, (where applicable) party political views, election aligning, promotion of political activities and manifesto issues.	Official Council information (subject to the requirements of this policy), community issues, service updates, engagement with constituents on Council business. A high standard of accuracy, neutrality, integrity, non-political tone are expected.
Limitations	You cannot use Council	No use of Council	You may use Council

	resources (equipment, email address, logos, images, systems) • You must not imply that you are speaking on behalf of the Council or have Council support or endorsement . • You must not be used to disclose confidential council information, Council employee information or data (including personal data) under controllership of the council. • You must follow general moral standards of respectful conduct.	images or information without Town Clerk written consent. • You cannot use Council resources (equipment, email address, logos, images, systems) • You must not imply that you are speaking on behalf of the Council or have Council support or endorsement . • Where applicable, must comply with election period rules, Data Protection Laws and Code of Conduct. • Must not make misleading claims.	information and data, as permitted by the Code of Conduct and this Policy. • You must comply with Council Policies, Data Protection Laws and the Code of Conduct. • Must not place the Council in breach of its obligation under Code of Recommended Practice on Local Authority Publicity in 2011. • Content is potentially subject to Council FOIA and EIR information access requirements. • Must be used for the benefit of all constituents.
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10. **TRAINING**

- 10.1 Training on Social Media Platform usage and other related topics such as Civility in Public Life will be made available to staff on request and in consultation with line managers on induction and as part of the appraisal system.
- 10.2 This Policy, together with applicable guidance such as the LGA Checklist for Councillors, will also be made available to each Council Representative at the beginning of their relationship with the Council. Any updates will also be circulated following approval.

11. **BREACH OF THIS POLICY**

- 11.1 Breach of this policy may result in disciplinary action up to and including dismissal (in the case of employees) or Code of Conduct investigations (for applicable Council Representatives). Any member of staff suspected of committing a breach of this policy will be required to reasonably co-operate with our investigation.
- 11.2 You may be required to remove any Social Media Platform content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action or a Code of Conduct investigation. Breach of this policy may result in disciplinary action up to and including dismissal (in the case of employees) or Code of Conduct investigations (for applicable Council Representatives). Any member of staff suspected of committing a breach of this policy will be required to reasonably co-operate with our investigation.
- 11.3 You may be required to remove any Social Media Platform content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action or a Code of Conduct investigation.



Redruth Town Council

Data Processing Agreement (Template)

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

DATA PROCESSING AGREEMENT - SUMMARY

This Personal Data Processing Agreement (**Agreement**) sets out the additional terms, requirements and conditions on which the Provider will process Personal Data when providing services under the Service Agreement. This Agreement contains the mandatory clauses required by Article 28(3) of the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) for contracts between controllers and processors.

Parties

The below parties have agreed to enter into the Data Processing Agreement and together are referred to as the parties:

Customer:

Name	Redruth Town Council
Address	Civic Centre, Alma Pl, Redruth TR15 2AT
SPoC name	[INSERT]
SPoC email	[INSERT]
SPoC phone	[INSERT]

Provider:

Name	[INSERT]
Company Registration	[INSERT]
Address	[INSERT]
SPoC name	[INSERT]
SPoC email	[INSERT]
SPoC phone	[INSERT]

Service Agreement

Particulars

- **Subject matter of processing:** [Short description, for example name of the service or description of the Services Agreement]
- **Duration of Processing:** [Periods for which the services are being provided]
- **Nature of Processing:** [Description of the type of processing such as data collection, storage, sharing and so on]
- **Business Purposes:** [Description of the processing purpose(s) – for example processing for HR purposes, recruitment, direct marketing and so on]
- **Personal Data Categories:** [Set out types of personal data such as names, contact details, pay details, images and so on]

- **Data Subject Types:** [Set out categories of data subjects such as employees, customers, students and so on]

Security Measures

- **Physical access controls:** [Set out measures to restrict physical access to buildings, rooms, or devices]
- **System access controls:** [Set out policies and technologies to manage who can access computer systems]
- **Data access control:** [Set out rules and tools to control who can view or use the shared personal data]
- **Transmission controls:** [Set out methods to secure data during transfer between systems]
- **Input controls:** [Set out procedures to ensure personal data entered into systems is accurate and authorised]
- **Data backups:** [Set out processes to create copies of data for recovery in case of loss]
- **Data segregation:** [Set out practices to keep different types of data separate for security and compliance]

Register of Sub-Processors

[INSERT]

By signing below the parties agree to share data on the terms set out in this Agreement.

Start date:	
Signed by Customer	Signed by Provider
Authorised Signature:	Authorised Signature:
Date:	Date:
Printed Name:	Printed Name:
Position:	Position:

AGREED TERMS

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1 Definitions:

Agreed Purposes: the services to be provided by the Provider to the Customer as described in the Service Agreement and any other purpose specifically identified in **Error! Bookmark not defined.**the Summary.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given in the Data Protection Legislation.

Controller: has the meaning given in section 6, DPA 2018.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; **[[and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);] [and the guidance and codes of practice issued by the Commissioner or other relevant regulatory authority and which are applicable to a party].**

Data Subject: the identified or identifiable living individual to whom the Personal Data relates.

Personal Data: means any information relating to an identified or identifiable living individual that is processed by the Provider on behalf of the Customer as a result of, or in connection with, the provision of the services under the Services Agreement; an identifiable living individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the individual.

Processing, processes, processed, process: any activity that involves the use of the Personal Data. It includes, but is not limited to, any operation or set of operations which is performed on the Personal Data or on sets of the Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction. Processing also includes transferring the Personal Data to third-parties.

Personal Data Breach: a breach of security leading to the accidental, unauthorised or unlawful destruction, loss, alteration, disclosure of, or access to, the Personal Data.

Processor: a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller.

Single Point of Contact or “SPoC”: the persons or categories of persons that the Customer authorises to give the Provider written personal data processing instructions as identified in **Error! Bookmark not defined.**the Summary and from whom the Provider agrees solely to accept such instructions.

Records: has the meaning given in Clause 12.

Term: this Agreement's term as defined in Clause 10.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

- 1.2 This Agreement is subject to the terms of the Services Agreement and is incorporated into the Services Agreement. Interpretations and defined terms set forth in the Services Agreement apply to the interpretation of this Agreement.
- 1.3 The Summary forms part of this Agreement and will have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Summary.
- 1.4 A reference to writing or written excludes fax [and email **OR** but not email].
- 1.5 In the case of conflict or ambiguity between:
 - (a) any provision contained in the body of this Agreement and any provision contained in the Annexes, the provision in the body of this Agreement will prevail;
 - (b) the terms of any accompanying invoice or other documents annexed to this Agreement and any provision contained in the Annexes, the provision contained in the Annexes will prevail; and
 - (c) any of the provisions of this Agreement and the provisions of the Services Agreement, the provisions of this Agreement will prevail.

2. Personal data types and processing purposes

- 2.1 The Customer and the Provider agree and acknowledge that for the purpose of the Data Protection Legislation:
 - (a) the Customer is the Controller and the Provider is the Processor.
 - (b) the Customer retains control of the Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Provider.
 - (c) **Error! Bookmark not defined.**The Summary describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Provider may process the Personal Data to fulfil the Business Purposes.

3. Provider's obligations

- 3.1 The Provider will only process the Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Customer's written instructions [from Authorised Persons]. The Provider will not process the Personal Data for any other purpose or in a way that does not comply with this Agreement or the Data Protection Legislation. The Provider must promptly notify the Customer if, in its opinion, the Customer's instructions do not comply with the Data Protection Legislation.
- 3.2 The Provider must comply promptly with any Customer written instructions requiring the Provider to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- 3.3 The Provider will maintain the confidentiality of the Personal Data and will not disclose the Personal Data to third-parties unless the Customer or this Agreement specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Commissioner). If a domestic law, court or regulator (including the Commissioner) requires the Provider to process or disclose the Personal Data to a third-party, the Provider must first inform the Customer of such legal or regulatory requirement and give the Customer an opportunity to object or challenge the requirement, unless the domestic law prohibits the giving of such notice.
- 3.4 The Provider will reasonably assist the Customer, at no additional cost to the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, and information access under Freedom of Information Act 2000 and Environmental Information Regulations 2004 (SI 2004/3391), taking into account the nature of the Provider's processing and the information available to the Provider, including in relation to Data Subject rights, information access rights, data protection impact assessments and reporting to and consulting with the Commissioner.
- 3.5 The Provider must notify the Customer promptly of any changes to the Data Protection Legislation that may reasonably be interpreted as adversely affecting the Provider's performance of the Services Agreement or this Agreement.

4. Provider's employees

- 4.1 The Provider will ensure that all of its employees:
- (a) are informed of the confidential nature of the Personal Data and are bound by written confidentiality obligations and use restrictions in respect of the Personal Data;
 - (b) have undertaken training on the Data Protection Legislation and how it relates to their handling of the Personal Data and how it applies to their particular duties; and
 - (c) are aware both of the Provider's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement.

- 4.2 The Provider will take reasonable steps to ensure the reliability, integrity and trustworthiness of all of the Provider's employees with access to the Personal Data.

5. Security

5.1 The Provider must at all times implement appropriate technical and organisational measures against accidental, unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Personal Data, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Data including, but not limited to, the security measures set out in Annex B. [The Provider must document those measures in writing and periodically review them at least [INSERT FREQUENCY] to ensure they remain current and complete.]

- 5.2 The Provider must implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate:
- (a) the pseudonymisation and encryption of personal data;
 - (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - (c) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and
 - (d) a process for regularly testing, assessing and evaluating the effectiveness of the security measures.

6. Personal data breach

- 6.1 The Provider will immediately and in any event without undue delay notify the Customer in writing if it becomes aware of:
- (a) the loss, unintended destruction or damage, corruption, or unusability of part or all of the Personal Data. The Provider will restore such Personal Data at its own expense as soon as possible.
 - (b) any accidental, unauthorised or unlawful processing of the Personal Data; or
 - (c) any Personal Data Breach.
- 6.2 Where the Provider becomes aware of (a), (b) and/or (c) above, it will, without undue delay, also provide the Customer with the following written information:
- (a) description of the nature of (a), (b) and/or (c), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (b) the likely consequences; and
 - (c) a description of the measures taken or proposed to be taken to address (a), (b) and/or (c), including measures to mitigate its possible adverse effects.

- 6.3 Immediately following any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. Further, the Provider will reasonably co-operate with the Customer at no additional cost to the Customer, in the Customer's handling of the matter, including but not limited to:
- (a) assisting with any investigation;
 - (b) providing the Customer with physical access to any facilities and operations affected;
 - (c) facilitating interviews with the Provider's employees, former employees and others involved in the matter including, but not limited to, its officers and directors;
 - (d) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer; and
 - (e) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- 6.4 The Provider will not inform any third-party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data Breach without first obtaining the Customer's written consent, except when required to do so by domestic law.
- 6.5 The Provider agrees that the Customer has the sole right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 6.6 The Provider will cover all reasonable expenses associated with the performance of the obligations under clause 6.1 to clause 6.3 unless the matter arose from the Customer's specific written instructions, negligence, wilful default or breach of this Agreement, in which case the Customer will cover all reasonable expenses.
- 6.7 The Provider will also reimburse the Customer for actual reasonable expenses that the Customer incurs when responding to an incident of accidental, unauthorised or unlawful processing and/or a Personal Data Breach to the extent that the Provider caused such, including all costs of notice and any remedy as set out in Clause 6.5.

7. Transfers of personal data

- 7.1 The Provider (and any subcontractor) must not transfer or otherwise process the Personal Data outside the UK without obtaining the Customer's prior written consent.

8. Subcontractors

- 8.1 The Provider may not authorise any third party or subcontractor to process the Personal Data.
- 8.2 The Provider may only authorise a third-party (subcontractor) to process the Personal Data if:
- (a) the Customer provides written consent prior to the appointment of each subcontractor;
 - (b) the Provider enters into a written contract with the subcontractor that contains terms substantially the same as those set out in this Agreement, in particular, in relation to requiring appropriate technical and organisational data security measures, and, upon the Customer's written request, provides the Customer with copies of the relevant excerpts from such contracts;
 - (c) the Provider maintains control over all of the Personal Data it entrusts to the subcontractor; and
 - (d) the subcontractor's contract terminates automatically on termination of this Agreement for any reason.
- 8.3 Those subcontractors approved as at the commencement of this Agreement are as set out in **Error! Bookmark not defined.** Summary. The Provider must list all approved subcontractors in **Error! Reference source not found.** Summary and include any subcontractor's name and location and the contact information for the person responsible for privacy and data protection compliance.
- 8.4 Where the subcontractor fails to fulfil its obligations under the written agreement with the Provider which contains terms substantially the same as those set out in this Agreement, the Provider remains fully liable to the Customer for the subcontractor's performance of its agreement obligations.
- 8.5 The Parties agree that the Provider will be deemed by them to control legally any Personal Data controlled practically by or in the possession of its subcontractors.
- 8.6 On the Customer's written request, the Provider will audit a subcontractor's compliance with its obligations regarding the Personal Data and provide the Customer with the audit results. Where the Customer concludes reasonably that the subcontractor is in material default of its obligations regarding the Personal Data, the Customer may in writing instruct the Provider to instruct the subcontractor to remedy such deficiencies within **[NUMBER]** days.

9. Complaints, data subject requests and third-party rights

- 9.1 The Provider must, at no additional cost to the Customer, take such technical and organisational measures as may be appropriate, and promptly provide such information to the Customer as the Customer may reasonably require, to enable the Customer to comply with:

- (a) the rights of Data Subjects under the Data Protection Legislation, including, but not limited to, subject access rights, the rights to rectify, port and erase personal data, object to the processing and automated processing of personal data, and restrict the processing of personal data; and
- (b) information or assessment notices served on the Customer by the Commissioner [or other relevant regulator] under the Data Protection Legislation.

9.2 The Provider must notify the Customer immediately in writing if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation.

9.3 The Provider must notify the Customer within [NUMBER] days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their other rights under the Data Protection Legislation.

9.4 The Provider will give the Customer, at no additional cost to the Customer, its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request.

9.5 The Provider must not disclose the Personal Data to any Data Subject or to a third-party other than in accordance with the Customer's written instructions, or as required by domestic law.

10. Term and termination

10.1 This Agreement will remain in full force and effect so long as:

- (a) the Service Agreement remains in effect; or
- (b) the Provider retains any of the Personal Data related to the Service Agreement in its possession or control (**Term**).

10.2 Any provision of this Agreement that expressly or by implication should come into or continue in force on or after termination of the Service Agreement in order to protect the Personal Data will remain in full force and effect.

10.3 The Provider's failure to comply with the terms of this Agreement is a material breach of the Service Agreement. In such event, the Customer may terminate the Service Agreement effective immediately on written notice to the Provider without further liability or obligation of the Customer.

10.4 If a change in any Data Protection Legislation prevents either party from fulfilling all or part of its Services Agreement obligations, the parties may agree to suspend the processing of the Personal Data until that processing complies with the new requirements. If the parties are unable to bring the Personal Data processing into compliance with the Data Protection Legislation [within [NUMBER] days], either party may terminate the Services Agreement [on not less than [NUMBER] working days OR with immediate effect] on written notice to the other party.

11. Data return and destruction

- 11.1 At the Customer's request, the Provider will give the Customer, or a third-party nominated in writing by the Customer, a copy of or access to all or part of the Personal Data in its possession or control in the format and on the media reasonably specified by the Customer.
- 11.2 On termination of the Services Agreement for any reason or expiry of its term, the Provider will securely delete or destroy or, if directed in writing by the Customer, return and not retain, all or any of the Personal Data related to this Agreement in its possession or control.
- 11.3 If any law, regulation, or government or regulatory body requires the Provider to retain any documents, materials or Personal Data that the Provider would otherwise be required to return or destroy, it will notify the Customer in writing of that retention requirement, giving details of the documents, materials or Personal Data that it must retain, the legal basis for such retention, and establishing a specific timeline for deletion or destruction once the retention requirement ends.
- 11.4 The Provider will certify in writing to the Customer that it has deleted or destroyed the Personal Data within [NUMBER] days after it completes the deletion or destruction.

12. Records

- 12.1 The Provider will keep detailed, accurate and up-to-date written records regarding any processing of the Personal Data, including but not limited to, the access, control and security of the Personal Data, approved subcontractors, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in Clause 5.1 (**Records**).
- 12.2 The Provider will ensure that the Records are sufficient to enable the Customer to verify the Provider's compliance with its obligations under this Agreement and the Data Protection Legislation and the Provider will provide the Customer with copies of the Records upon request.
- 12.3 The Customer and the Provider must review the information listed in the Summary to this Agreement at least once a year to confirm its current accuracy and update it when required to reflect current practices.

13. Audit

- 13.1 The Provider will permit the Customer and its third-party representatives to audit the Provider's compliance with its Agreement obligations, on at least [NUMBER] days' notice, during the Term. The Provider will give the Customer and its third-party representatives all necessary assistance to conduct such audits at no additional cost to the Customer. The assistance may include, but is not limited to:
 - (a) physical access to, remote electronic access to, and copies of the Records and any other information held at the Provider's premises or on systems storing the Personal Data;

- (b) access to and meetings with any of the Provider's personnel reasonably necessary to provide all explanations and perform the audit effectively; and
- (c) inspection of all Records and the infrastructure, electronic data or systems, facilities, equipment or application software used to process the Personal Data.

13.2 The notice requirements in Clause 13.1 will not apply if the Customer reasonably believes that a Personal Data Breach has occurred or is occurring, or the Provider is in material breach of any of its obligations under this Agreement or any of the Data Protection Legislation.

13.3 If a Personal Data Breach occurs or is occurring, or the Provider becomes aware of a breach of any of its obligations under this Agreement or any of the Data Protection Legislation, the Provider will:

- (a) [promptly OR within [NUMBER] days of the triggering event], conduct its own audit to determine the cause;
- (b) produce a written report that includes detailed plans to remedy any deficiencies identified by the audit;
- (c) provide the Customer with a copy of the written audit report; and
- (d) remedy any deficiencies identified by the audit within [NUMBER] days.

14. Warranties

14.1 The Provider warrants and represents that:

- (a) its employees, subcontractors, agents and any other person or persons accessing the Personal Data on its behalf are reliable and trustworthy and have received the required training on the Data Protection Legislation;
- (b) it and anyone operating on its behalf will process the Personal Data in compliance with the Data Protection Legislation and other laws, enactments, regulations, orders, standards and other similar instruments;
- (c) it has no reason to believe that the Data Protection Legislation prevents it from providing any of the Services Agreement 's contracted services; and
- (d) considering the current technology environment and implementation costs, it will take appropriate technical and organisational measures to prevent the accidental, unauthorised or unlawful processing of Personal Data and the loss or damage to, the Personal Data, and ensure a level of security appropriate to:
 - (i) the harm that might result from such accidental, unauthorised or unlawful processing and loss or damage;
 - (ii) the nature of the Personal Data protected; and
 - (iii) comply with all applicable Data Protection Legislation and its information and security policies, including the security measures required in Clause 5.1.

14.2 The Customer warrants and represents that the Provider's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

15. Indemnification

15.1 The Provider agrees to indemnify, keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by the Provider or its employees, subcontractors or agents to comply with any of its obligations under this Agreement and/or the Data Protection Legislation.

15.2 Any limitation of liability set forth in the Services Agreement will not apply to this Agreement's indemnity or reimbursement obligations.

16. Notice

16.1 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)
- (b) sent by email to the SPoC addresses given in the Summary or an address substituted in writing by the party to be served.

16.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9:00am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

16.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

This Agreement has been entered into on the date stated in the Summary.



Redruth Town Council

Data Protection Impact Assessment (Template)

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		Final

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

WHAT IS A DATA PROTECTION IMPACT ASSESSMENT?

A Data Protection Impact Assessment allows an organisation to identify and minimise the risks posed to Data Subjects, as defined in the UK General Data Protection Regulation, when carrying out a new project. The requirements of the DPIA are set out under Article 35 UK GDPR.

This DPIA is not appropriate for Law Enforcement Agencies or activities **conducted by** local authorities which would mean they are classified as a Law Enforcement Agency.

HOW TO COMPLETE A DATA PROTECTION IMPACT ASSESSMENT (DPIA)

Step 1: Complete Identifying Details and Preliminary Systematic Description of Activity. This section seeks to deliver the information required by both the UK GDPR and the Data Protection Act 2018. Please note that the Assessment Summary should be reserved for the end of the process as this seeks to summarise the outcome.

Step 2: Complete the Screening

This process seeks to highlight where a DPIA must be performed, where a DPIA is recommended and where a DPIA may be low risk or exempted.

Step 3: Complete the Further Systematic Description of Activity. This further information works in conjunction with the Preliminary Systematic Description to meet the requirements of Article 35 (7) (a) UK GDPR to properly assess the impact of the activity.

Step 4: Complete the Necessity and Proportionality Assessment. This information meets the requirements of Article 35(7)(b) UK GDPR.

Step 5: Complete the Risk to Rights and Freedoms Assessment. This table enables the asses to meet the requirements of Article 35 (7) (c) UK GDPR and Section 64 Data Protection Act 2018 by identifying the origin, nature, particularity and severity of the risks presented by the activity. For each risk potential impacts and threats are identified, together with the likelihood and severity of those risks and threats, and any measures envisaged to treat those risks are determined (as required by Article 35(7)(d) UK GDPR).

Step 5: Highlight any additional appraisal techniques required to assess the activity. Additional appraisal techniques may be required to properly assess this activity to the

standard expected by the DPIA. Please include appraisal considerations and outcomes relevant to this DPIA under this section.

Step 6: Outcome. This section aims to record the outcome of the assessment, together with decision details, decision maker details, quality control data and any review requirements. Where necessary, the controller shall carry out a review to assess if processing is performed in accordance with the data protection impact assessment at least when there is a change of the risk represented by processing operations.

STEP 1(a): IDENTIFYING DETAILS

Name of the initiative and number, if applicable	
Name, contact information and other identifying details of:	
Data controller(s)	
Data processor(s), if applicable	
Anticipated Data sub-processor(s), if applicable	
Scheme Representative	
Assessor(s)	
Data protection officer(s) (DPO), if appointed	
Senior Responsible Officer (SRO), if appointed	
Chief information security officer, if appointed	
Applicable Supervisory Authority	
Level of confidentiality of the Assessment	
Date and place of compilation of the report	
<i>[Any other details, as practicable]</i>	

ASSESSMENT SUMMARY

[Summary to be added upon conclusion of the assessment]
--

STEP 1(b): PRELIMINARY SYSTEMATIC DESCRIPTION OF ACTIVITY

Explanation

Functional Description of the Activity	
Will the activity involve personal data <i>(as defined by Data Protection Legislation)</i>	
Nature <i>(what types of processing operations?)</i>	
Scope Scale	
Time	
Context of activity	
Purpose of activity	
Categories of Data Subject	
Categories of Personal Data processed	
Means of processing (infrastructure) and assets on which personal data rely <i>(and by what means? e.g., analogue, digital)</i>	
Envisioned data flows	
Jurisdiction	
Anticipated Roles	
<i>[Other information, specify]</i>	

STEP 2: SCREENING

These questions are intended to help decide whether a DPIA is necessary and will also highlight where a DPIA is mandated by law. Please refer to the key below to assess your responses.

1. Does the project involve automated decision-making or profiling that produces legal or similarly significant effects on individuals?	
2. Does the project involve large-scale processing of special category data (e.g., health, biometric, racial/ethnic origin) or data relating to criminal convictions or offences?	
3. Does the project involve systematic monitoring of publicly accessible areas (e.g., CCTV, tracking technologies)?	
4. Will the project involve the collection of new information about individuals?	
5. Will the project compel individuals to provide information about themselves?	
6. Will information about individuals be disclosed to organisations or people who have not previously had routine access to the information?	
7. Are you using information about individuals for a purpose it is not currently used for, or in a way it is not currently used?	
8. Does the project involve you using new technology which might be perceived as being intrusive to privacy? <i>(For example, the use of biometrics or facial recognition).</i>	
9. Will the project result in you making decisions or taking action against individuals in ways which can have a significant impact on them?	
10. Is the information about individuals of a kind particularly likely to raise privacy concerns or expectations? <i>(For example, health records, criminal records or other information that people would consider to be particularly private).</i>	
11. Will the project require you to contact individuals in ways which they may find intrusive?	
12. Does the proposal involve systems or processes that monitor staff or the public?	

13. Is the processing activity routine and unlikely to result in a high risk to individuals?	
14. Is the processing identical or very similar to one already covered by an existing DPIA?	
15. Is the processing fully covered under an approved code of conduct or certification mechanism that includes DPIA guidance (meaning this DPIA isn't required)?	
16. Is the processing listed by the ICO as not requiring a DPIA?	
17. Is the Data Controller otherwise exempted from the DPIA process?	

 Red Box	Yes = DPIA Mandatory	The processing meets one or more criteria under Article 35(3) of the UK GDPR. You must conduct a DPIA.
 Yellow Box	Yes = DPIA likely required and recommended	The processing may present moderate risks or involve new technologies or practices. A DPIA is likely required by law and strongly advised to ensure compliance and accountability.
 Green Box	Yes = DPIA Potentially Not Required	The processing is low risk, routine, or already covered by an existing DPIA. You may be exempt, but document your rationale.

DPIA SCREENING OUTCOME

Based on the response to the questions and using the key above, please describe the outcome of this screening exercise.

Where remedial action is required in order to offset the need to carry out a DPIA, this decision, as well as the action to be carried out, must be recorded in a separate document and maintained in your data protection register.

GOVERNING LAW AND APPLICABLE CODES OF CONDUCT

STEP 3: FURTHER SYSTEMATIC DESCRIPTION OF ACTIVITY

ACTIVITY DETAILS	<i>Detail</i>
What categories / types of personal data will be processed as a result of this activity?	
What is the source of the data / how is it collected?	
How will the data be stored ?	
What is the anticipated retention period for storage (if applicable)	
Will this data be shared with any other party?	
What technological and organisational measures are in place?	

STEP 4: NECESSITY AND PROPORTIONALITY ASSESSMENT

What is the Article 6/9/10 lawful basis and Conditions for conducting the proposed activity?		
Benefits of activity	for individuals, including data subjects	
	for the data controller	
	for the society as a whole	
Drawbacks of activity	for individuals, including data subjects	
	for the data controller	
	for the society as a whole	
Measures		
	Have similar or less intrusive activities been considered or attempted?	
	How does the proposed activity achieve the Purpose outlined under Stage 1 above?	
	How will personal data be limited to the activity only (avoiding function creep?)	

How will you support data subject rights?	
How will you inform stakeholders that you are conducting this activity? Is it appropriate to consult with Data Subjects and their representatives?	
What measures are taken to ensure that processors comply?	
How are international transfers safeguarded (if applicable)	

STEP 5: RISK TO RIGHTS AND FREEDOMS ASSESSMENT

ID	Risk	Likelihood of occurrence	Severity of consequence(s) if risk materialises	Risk level (score)	Risk response	Response plan		
					Mitigating Actions	Effect on risk	Residual Risk	Measured Approved by Responsible Person
						(Eliminated/ Reduced/ accepted)	(Low/ Medium/ High)	Yes/No

The risks noted under this section are limited to processes arising from the Scheme rather than the use of CCTV more generally.

1								
2								
3								
4								

DPO / SPO Advice (if required)	[Please input DPO / SPO Advice]
--------------------------------	---------------------------------

Consultation with the Information Commissioner is mandatory under Article 36 UK GDPR where the DPIA indicates that the processing would result in a high risk to the rights and freedoms of individuals where risks cannot be sufficiently mitigated.

Detail such consultation here.

Appraisal techniques, other than the necessity and proportionality assessment, and risk assessment, to be used in the assessment process, if any:

Law Enforcement DPIA (LE DPIA)	☐	
Environmental impact assessment (EIA)	☐	
Privacy impact assessment (PIA)	☐	
Ethics impact assessment	☐	
Social impact assessment	☐	
Health impact assessment	☐	
<i>[Other, specify]</i>	☐	

STEP 6: OUTCOME

OUTCOME	
PENDING	
FAIL	
PASS	
DECISION DETAIL	
<i>Please insert reasons and/or requirements</i>	
OUTCOME REVIEW REQUIREMENTS	
How often will you conduct a review of this activity to ensure it is still required?	[Annually]
Completed by:	Authorised By:
Name:	
Role:	
Date:	
Signed:	



Redruth Town Council Information Sharing Agreement

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

DATA SHARING FRAMEWORK (PROJECTS) - SUMMARY

This Data Sharing Framework (**Framework**) sets out the principles, obligations and governance arrangements that apply to the sharing of personal data between the Participants for the purposes of the Project. It provides a structured basis for ensuring that any information shared is handled lawfully, securely and consistently, and that each party understands its respective responsibilities when acting as a controller, joint controller or processor under the Project.

Parties

The below parties have agreed to enter into the Data Sharing Framework and together are referred to as the parties:

Participant 1:

Name	Redruth Town Council
Address	Civic Centre, Alma Pl, Redruth TR15 2AT
SPoC name	[INSERT]
SPoC email	[INSERT]
SPoC phone	[INSERT]

Participant 2:

Name	[INSERT]
Company Registration	[INSERT]
Address	[INSERT]
SPoC name	[INSERT]
SPoC email	[INSERT]
SPoC phone	[INSERT]

Project Details

Project Name	[INSERT] ("The Project")
Project Commencement Date	[INSERT]
Link to Heads of Terms	[INSERT]

By signing below the parties agree to share data on the terms set out in this Framework.

Start date:	
Signed by Participant 1	Signed by Participant 2
Authorised Signature:	Authorised Signature:
Date:	Date:
Printed Name:	Printed Name:
Position:	Position:

Summary – Part B

Roles of Parties The Participants shall have the following data roles throughout the Project.				
Project Activities and subject matter of processing	Arrangement Type	Data Roles	Personal Data Groups	Processing Particulars (where applicable)
[TO ADD]	[TO ADD]	[TO ADD]	[TO ADD]	[TO ADD]
Personal Data Groups [TO ADD]				
Access Restrictions [TO ADD]				
Lawful bases (and conditions or exceptions for processing of any Special Categories of Personal Data and Criminal Offence) and legal power for data sharing [TO ADD]				
Agreed Joint Controller Arrangements [TO ADD]				

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1. **Parties**
 - 1.1. The parties participating the Project (**Participants**) shall be those listed in Part A of the summary above, unless otherwise agreed between the parties from time to time.
2. **Introduction**
 - 2.1. This Framework has been developed to ensure that information is disclosed and collected appropriately, lawfully and to the highest of standards between Participants and, where permitted, third-parties.
 - 2.2. This Framework aims to establish a consistent approach to data use, sharing and disclosure by governing principles and practices for sharing personal data for the purpose of the Project.
 - 2.3. This Framework will be supplemented by:
 - 2.3.1. the Participants' statutory duties, including but not limited to duties in respect of personal data; and
 - 2.3.2. the Project Terms of Reference.
 - 2.4. Each of the Participants are committed to implementing this Framework in an exemplary and transparent manner and with the highest regard to their legal obligations, the rights of each Data Subject and the overall security of the information it holds.
3. **Framework governance**
 - 3.1. The Participants shall hold the responsibility for oversight and governance of the Framework.
 - 3.2. The SPoCs shall meet at least annually to review the effectiveness of this Framework in relation to the Project, such review shall include:
 - 3.2.1. assessing the efficiency and effectiveness of the Framework; and
 - 3.2.2. ensuring compliance with the Framework and statutory obligations.
 - 3.3. Should any activity listed under Part B of the Summary (**Project Activity**) require variation or removal, each party shall work together in good faith to make any changes that are necessary to this Framework.
4. **Objective**
 - 4.1. In addition to any project objectives set out within the Project Terms of Reference, the Participants shall co-operate to achieve the following data protection and privacy objectives:
 - 4.1.1. To ensure each Participant complies with Data Protection Legislation at all times throughout the Project;

- 4.1.2. To create an effective, consistent, secure and reliable Framework for data sharing between Participants when required by the Project;
- 4.1.3. To formalise the contractual basis for information sharing activities and ensure any inherent risks are appropriately managed;
- 4.1.4. To set out each Participant's respective data roles under Data Protection Legislation (as Controllers, Joint Controllers and/or Processors) in relation to the Project;
- 4.1.5. To protect Participants from allegations of unlawful use of data, and resulting liability and reputational damage, arising from the Project;
- 4.1.6. To regulate the secure storage and lawful transfer of Personal Data under the Project, including any resulting international transfers; and
- 4.1.7. To ensure any disclosures made to third parties are lawfully and efficiently managed.

5. **Purpose**

- 5.1. This Framework defines the principles and procedures that the Participants shall adhere to and the responsibilities the Participants owe to each other.
- 5.2. This Framework sets out the arrangements for Personal Data under the Project when an Originating Controller:
 - 5.2.1. discloses Personal Data to another Participant (the **Controller Receiver/s**), who will also act as a Controller in respect of the Personal Data, during a Project Activity (**Controller to Controller Arrangement**); or
 - 5.2.2. instructs another Participant to act as Data Processor in respect of Personal Data in relation to a Project Activity (**Controller to Processor Arrangement**).
- 5.3. Controller to Controller Arrangements under clause 5.2.1 and Controller to Processor Arrangements under clause 5.2.2 shall be further described by the Parties in Part B of the Summary, as amended between the Participants from time to time. For the avoidance of doubt, any Controller to Controller Arrangements or Controller to Processor Arrangements which occur in connection with the Project, but are not described in Part B of the Summary, shall also be subject to this Framework and the Participants agree to:
 - 5.3.1. take prompt steps to review and update Part B of the Summary; and

- 5.3.2. ensure Data Protection Legislation requirements for the arrangement are met, including but not limited to Article 26 UK GDPR and Article 28(3) UK GDPR as applicable.
- 5.4. The parties agree to only process Personal Data for the purpose of performance of the corresponding Project Activity and their obligations under the Project Terms of Reference (**Purpose**).
- 5.5. The parties shall not process Personal Data in a way that is incompatible with the Purpose.
- 6. **Duration of Processing**
 - 6.1. Subject to clause 6.3, this Framework will remain in full force and effect so long as the Project Terms of Reference remains in effect (the **Term**).
 - 6.2. Subject to clause 6.3, a Participant who exits from the Project Terms of Reference in accordance with [NOTE CLAUSE] shall also cease to be a party to this Framework when the applicable notice period expires.
 - 6.3. Where a Participant retains any Personal Data in its possession or control, as Data Processor on behalf of another Participant under this Framework, following termination or exit in accordance with Clauses 6.1 and 6.2 above, the Framework shall continue to apply for any period of retention of that Personal Data.
- 7. **Framework Principles**
 - 7.1. Each Participant agrees to adopt the following Framework Principles:
 - 7.1.1. Take on, manage and account to the Participants for performance of the respective data roles and responsibilities set out in this Framework;
 - 7.1.2. Communicate openly with SPoCs within the Framework about data sharing concerns, issues or opportunities arising from the Project;
 - 7.1.3. Behave in a manner that gives full effect to this Framework;
 - 7.1.4. Adhere to, and share with Participants where possible, statutory requirements and best practice in respect of the Project;
 - 7.1.5. Recognise high-risk data processing under Project Activities and responsibilities/actions are of a time-critical nature;
 - 7.1.6. Ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this Framework; and
 - 7.1.7. Act collaboratively and in good faith to support the Project and compliance with these Framework Principles.

8. **Key personnel**

8.1. Each Participant shall appoint an **SPoC** to act as their representative under the Framework. **SPoCs** must:

- 8.1.1. implement the Framework on behalf of the Participant within the Participant's body or organisation;
- 8.1.2. act as a single point of contact for Data Subject Right Requests arising out of the Project and such other statutory information requests;
- 8.1.3. work together to reach an agreement with regards to any issues arising from Framework; and
- 8.1.4. actively improve the effectiveness of the Framework.

9. **Compliance with Data Protection Legislation**

9.1. Each Participant must always ensure compliance with applicable Data Protection Legislation during the Term of this Framework.

9.2. Each Participant must at all times ensure it hold such valid registrations required by the Information Commissioner, unless an exemption applies.

9.3. For the avoidance of doubt:

- 9.3.1. Data Protection Legislation shall prevail over this Framework in the event of incompatibility; and
- 9.3.2. this Framework shall prevail over the Project Terms of Reference in the event of incompatibility.

10. **Data control**

10.1. The Participants' respective roles in relation to the Personal Data shall be described in Part B of the Summary.

11. **Controller to Controller Arrangement Obligations**

11.1. Where a Controller to Controller Arrangement arises between the Participants in respect of a Project Activity, the relevant Participants shall be subject to the obligations set out in Schedule 1 of this Framework.

12. **Controller to Processor Arrangement Obligations**

12.1. Where a Controller to Processor Arrangement arises between the Participants in respect of a Project Activity, the relevant Participants shall be subject to the obligations set out in Schedule 2 of this Framework.

13. **International Transfers**

13.1. A Participant may not make a transfer of Personal Data to a third party located outside the United Kingdom unless it:

- 13.1.1. is required by law to make the disclosure;
- 13.1.2. complies with the provisions of the Data Protection Legislation; and

13.1.3. ensures that;

13.1.3.1. the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or

13.1.3.2. there are appropriate safeguards (such as IDTA's or UK Addendum to SCCs) or binding corporate rules in place in accordance with the Data Protection Legislation; or

13.1.3.3. the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; or

13.1.3.4. one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

14. **Security and training**

14.1. The Participants each undertake to have in place appropriate technical and organisational security measures to:

14.1.1. prevent:

14.1.1.1. unauthorised or unlawful processing of the Personal Data; and

14.1.1.2. the accidental loss or destruction of, or damage to, the Personal Data

14.1.2. ensure a level of security appropriate to:

14.1.2.1. the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and

14.1.2.2. the nature of the Personal Data to be protected.

14.2. The Participants shall keep such security measures under review and shall carry out any necessary updates as often as reasonably practicable.

14.3. Each Participant shall abide by any Access Restrictions described in Part B of the Summary.

14.4. Each Participant must ensure that its personnel are appropriately trained to handle and process the Personal Data in accordance with the Framework together with the applicable Data Protection Legislation and, where necessary, have entered into confidentiality agreements relating to the processing of Personal Data.

- 14.5. The level, content and regularity of training referred to in clause 14.2 shall be proportionate to the individual's role, responsibility and frequency with respect to their handling and processing of the Personal Data.
15. **Effect of non-compliance with Data Protection Legislation.**
Each Participant shall comply with all the obligations imposed on them under the Data Protection Legislation.
16. **Insurance**
The Participants shall at all times maintain in force adequate insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessman in connection with the risks associated with this Framework.
17. **Indemnity**
- 17.1. The parties undertake to indemnify each other and hold each other harmless from any cost, charge, damages, expense or loss which they cause each other as a result of their breach of any of the provisions of this Framework, except to the extent that any such liability is excluded under clause 19.
- 17.2. Indemnification hereunder is contingent upon:
- 17.2.1. the party(ies) to be indemnified (the indemnified party(ies)) promptly notifying the other party(ies) (the indemnifying party(ies)) of a claim,
- 17.2.2. the indemnifying party(ies) having sole control of the defence and settlement of any such claim, and
- 17.2.3. the indemnified party(ies) providing reasonable co-operation and assistance to the indemnifying party(ies) in defence of such claim.
18. **Allocation of cost**
Each party shall perform its obligations under this Framework at its own cost.
19. **Limitation of Liability**
Limitation of Liability shall be as set out under the Project Terms of Reference.
20. **Dispute resolution under the framework**
In the event of a dispute relating to the Framework, the escalation procedure set out in the Project Terms of Reference shall be followed.
21. **Third party rights**
No one other than a Participant to this Framework, their successors and permitted assignees, shall have any right to enforce any of its terms.
22. **Variation**
No variation of this Framework shall be effective unless it is in writing and signed by all Participants (or their SPoCs).
23. **Waiver**
No failure or delay by a party to exercise any right or remedy provided under this Framework or by law shall constitute a waiver of that or any other right or

remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

24. **Severance**

24.1. If any provision or part-provision of this Framework is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Framework.

24.2. If any provision or part-provision of this Framework is deemed deleted under clause 24.1, the Participants shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. **Changes to the applicable law**

If Data Protection Legislation changes in a way that the Framework is no longer adequate for the purpose of governing lawful data sharing exercises, the Participants agree that the SPoCs will negotiate in good faith to review and, if required, vary the Framework in the light of the new legislation.

26. **Rights and remedies**

Except as expressly provided in this Framework, rights and remedies provided under this Framework are in addition to, and not exclusive of, any rights or remedies provided by law.

27. **Governing law**

This Framework and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28. **Jurisdiction**

Each Participant irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims), arising out of or in connection with this Framework or its subject matter or formation.

29. **Interpretation**

The following definitions and rules of interpretation apply in this Framework.

Terms shown below in bold and throughout the Framework are defined terms for the purposes of interpretation and shall have the meaning set out below or as otherwise defined throughout the Framework.

Access Restrictions	shall be the access restrictions to Personal Data corresponding to a Project Activity, as described in Part B of the Summary.
----------------------------	---

Approved Sub-Processors	shall be the sub-processors anticipated under the corresponding activity set out in Part B of the Summary.
Project Activity	shall mean the activities described in Part B of the Summary, each being distinct from one another, and severally governed by this Framework.
Controller Receiver	shall have the meaning given to it under 5.2.1.
Controller to Controller Arrangement	shall have the meaning given to it under 5.2.1.
Controller to Processor Arrangement	shall have the meaning given to it under 5.2.2.
Criminal Offence Data	shall mean Personal Data relating to criminal convictions and offences or related security measures to be read in accordance with section 11(2) of the DPA 2018 (and/or other applicable Data Protection Legislation).
‘Data Controller’, ‘Joint Controllers’ ‘Data Processor’	shall have the meaning given to it by Data Protection Legislation.
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including but not limited to the UK GDPR; the Data Protection Act 2018 (DPA 2018); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.
Data Subject	means the identified or identifiable living individual to whom the Personal Data relates.
Data Subject Rights	means the Data Subjects' rights to information, access, rectification, erasure, restriction, portability, objection, and not to be subject to. automated individual decision-making in accordance with Data Protection Legislation.
Domestic Law	the laws of England and Wales.
Framework or ISF	this Framework together with any Schedules.
Framework Principles	shall mean the principles set out in clause 7.

Information Commissioner or 'ICO'	the Information Commissioner's Office or other such supervisory authority responsible for the enforcement of the Data Protection Legislation.
Originating Controller	shall mean: a. in the case of a Controller to Controller Arrangement, the Participant disclosing the Personal Data to another Participant under the Framework; or b. in the case of a Controller to Processor Arrangement, the Council, acting as either a data controller or data processor to a third-party, that instructs another Participant to act as Council Processor in respect of Personal Data; and as further described in Part B of the Summary.
Participants	those parties described in clause 1.1 above.
Permitted Recipients	the parties to this Framework, the employees of each party, any third parties engaged by a Council in accordance with Schedule 1 Para 1.1(f) and(g) to perform obligations in connection with this Framework, and any other permitted recipients identified under the Summary or agreed between the parties in writing from time to time. For this avoidance of doubt, this shall not include sub-processor of Council Processors as such appointments are separately governed and defined.
Personal Data	shall mean the Personal Data and Special Categories of Personal Data and Criminal Offence Data to be shared by the Participants under each Project Activity, as set out in Part B of the Summary; and
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
Purpose	shall have the meaning given to it under clause 5.4 of the Framework.
Project Terms of Reference	means the agreement between the Participants dated [].

Special Category Data, Processing, Supervisory Authority and appropriate technical and organisational measures	as defined by the Data Protection Legislation.
SPoCs	shall be the individuals identified in the Part A of the Summary to represent each Participant in matters relating to this Framework unless otherwise agreed between the parties from time to time.
Sub-Processor	shall be the sub-processors identified in Part B of the Summary and those otherwise appointed in accordance with the process set out in Schedule 2.
Subject Rights Request	the exercise by a Data Subject of their rights under the Data Protection Legislation
Term	shall have the meaning given to it under clause 6.1
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

29.1. Clause, schedule and paragraph headings shall not affect the interpretation of this Framework.

29.2. Any Schedules form part of this Framework and shall have effect as if set out in full in the body of this Framework. Any reference to this Framework includes the Schedules.

29.3. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

29.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

29.5. A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

29.6. References to clauses and Schedules are to the clauses and Schedules of this Framework and references to paragraphs are to paragraphs of the relevant Schedule.

29.7. Any words following the terms including, include, in particular or for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 29.8. In the case of any ambiguity between any provision contained in the body of this Agreement and any provision contained in the Schedules or appendices, the provision in the body of this Framework shall take precedence.
- 29.9. A reference to writing or written includes email but not fax or any other instant or internet-based messaging platform.
- 29.10. Unless the context otherwise requires, reference to one gender shall include a reference to all genders.

Schedule 1 – Data Controller Obligations

1.1 Any Data Controller under the Project, whether acting as an Originating Controller or Controller Receiver, shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Personal Data to the Permitted Recipients for the Purposes;
- (b) where necessary, ensure that it has and maintains an appropriate policy document relating to the Project Activities in accordance with Part 4 of Schedule 1 to the Data Protection Act 2018;
- (c) give full information to any Data Subject whose Personal Data may be processed under this Framework of the nature of such processing. This includes giving notice that, on the termination of this Framework, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors or assignees;
- (d) process the Personal Data only for the Purposes;
- (e) not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;
- (f) ensure that all Permitted Recipients, excluding other Participants under this Framework, are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Framework;
- (g) comply with Article 28 of the UK GDPR when appointing any Permitted Recipients, excluding other Participants under this Framework, and shall remain liable to the Originating Controller for the acts and omissions of the Permitted Recipient;
- (h) inform any other Originating Controller or Controller Receiver of any actual or possible Personal Data Breach irrespective of whether there is a requirement to notify the Information Commissioner or Data Subject(s);
- (i) work collaboratively with the any other Originating Controller or Controller Receiver (as applicable) to resolve and comply with its obligations to report a Personal Data Breach to the Information Commissioner and (where applicable) Data Subjects under Article 33 of the UK GDPR; and
- (j) maintain appropriate data retention and deletion policies which ensure that it shall not retain or process Personal Data for longer than is necessary to carry out the Purpose(s).

1.2 **Mutual assistance.** Each Originating Controller and Controller Receiver under the Framework shall assist one another in complying with all applicable requirements of the Data Protection Legislation; as well as any applicable legal, regulatory and contractual responsibilities. In particular, they shall:

- (a) consult with one another about any notices given to data subjects in relation to the Personal Data;
- (b) promptly inform one another about the receipt of any Data Subject Rights request;
- (c) not disclose, release, amend, delete or block any Personal Data in response to a Data Subject Rights Request without first consulting one another wherever possible;
- (d) assist one another without cost in responding to any request from a Data Subject and in ensuring compliance with their obligations under the Data Protection Legislation with respect to security, Personal Data Breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- (e) provide reasonable assistance as is necessary to each other to facilitate the handling of any Personal Data Breach in an expeditious and compliant manner;
- (f) notify one another without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from Personal Data transfers;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this Framework and allow for audits by the other party/parties or the other parties' designated auditor; and
- (i) contact the SPoC for all issues arising out of the Data Protection Legislation, including the joint training of Permitted Recipients, the procedures to be followed in the event of a Personal Data Breach, and the regular review of the parties' compliance with the Data Protection Legislation.

1.3 Where the parties are Joint Controllers of Personal Data:

- (a) the joint arrangements between the Joint Controllers shall be as set out in Part B or as otherwise agreed between the parties from time to time; and
- (b) they must comply with their obligations under Article 26 of the UK GDPR and:

- (i) shall not use the jointly controlled Personal Data for any independent purpose;
 - (ii) shall make available to Data Subjects the essence of the arrangements contemplated between the Joint Controllers;
 - (iii) acknowledge that Data Subjects may exercise their rights under the Data Protection Legislation in respect of and against each Joint Controller in accordance with Article 26(3) of the UK; and
 - (iv) agrees to provide any Joint Controller such cooperation as may reasonably be required to assist that Joint Controller to comply with its obligations under Article 26 of the UK GDPR;
- (c) each Joint Controller is jointly responsible and is jointly accountable for compliance with the Data Protection Legislation and for ensuring compliance with this Framework.

Schedule 2 – Data Processing Obligations

- 1.1 Where an Originating Controller instructs another Participant to act as its data processor of Personal Data in respect of a Project Activity (**Council Processor**), the parties acknowledge:
- (a) in accordance with Article 28(3) UK GDPR, Part B of the Summary to this Framework describes the subject matter, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which the Council Processor may process the Personal Data to fulfil the Purposes; and
 - (b) the Originating Controller retains control of the Personal Data and remains responsible for its compliance obligations under the applicable Data Protection Legislation, including but not limited to providing any required notices and obtaining any required consents, and for the written processing instructions it gives to the Council Processor.
- 1.2 Without prejudice to the generality of clause 9 of this Framework, the Originating Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Council Processor and/or lawful collection of Personal Data by the Council Processor under this Framework.
- 1.3 Where a Participant is instructed by an Originating Controller to act as its Council Processor, and in addition to the requirements under the Framework, it must:
- (a) only process Personal Data to the extent, and in such a manner, as is necessary for the to fulfil the Purpose and in accordance with the Originating Controller's written instructions. The Council Processor will not process the Personal Data for any other purpose or in a way that does not comply with this Framework or the Data Protection Legislation. The Council Processor must promptly notify the Originating Controller if, in its opinion, instructions do not comply with the Data Protection Legislation;
 - (b) not transfer any Personal Data outside of the UK unless the prior written consent of the Originating Controller has been obtained and the requirements of clause 13 of the Framework is met;
 - (c) assist the Originating Controller, at the Originating Controller's cost, in responding to any Data Subject Request and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- (d) notify the Originating Controller without undue delay on becoming aware of a Personal Data Breach;
- (e) comply promptly with any Originating Controller's instructions to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing;
- (f) maintain the confidentiality of the Personal Data and not disclose the Personal Data to third parties unless the Framework specifically authorises the disclosure, or as required by domestic law, court or regulator (including the Information Commissioner). If a Domestic Law, court or regulator (including the Information Commissioner) requires the Council Processor to process or disclose the Personal Data to a third party, the Council Processor must first inform the Originating Controller of such legal or regulatory requirement and give the Originating Controller an opportunity to object or challenge the requirement, unless the Domestic Law prohibits the giving of such notice;
- (g) reasonably assist the Originating Controller with meeting the Originating Controller's compliance obligations under the Data Protection Legislation, taking into account the nature of the Council Processor's processing and the information available to the Council Processor, including in relation to Data Subject Rights, data protection impact assessments, and reporting to and consulting with the Information Commissioner under the Data Protection Legislation;
- (h) not disclose the Personal Data to any Data Subject or to a third party other than at the Originating Controller's request or instruction, as provided for by this Framework or as required by law;
- (i) inform the Originating Controller if it receives a Subject Rights Request relating to the Personal Data as soon as possible (and in any event, no later than 5 working days following receipt of the request);
- (j) taking into account the nature of the Council Processor's processing and the information available to the Council Processor, reasonably assist the Originating Controller with meeting the Originating Controller's legal and contractual responsibilities as a Public Authority.
- (k) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Originating Controller or the Originating Controller's designated auditor.
- (l) at the written direction of the Originating Controller, delete or return Personal Data (limited to the data which is subject to the processing arrangement) and copies thereof to the Originating Controller on termination of the agreement unless required by Domestic Law to store Personal Data.

1.4 A Council Processor will:

- (a) immediately and in any event without undue delay notify the Originating Controller in writing if it becomes aware of:
 - (i) the loss, unintended destruction or damage, corruption, or unuseability of part or all of the Personal Data. The Council Processor will restore such Personal Data at its own expense as soon as possible.
 - (ii) any accidental, unauthorised or unlawful processing of the Personal Data; and/or
 - (iii) any Personal Data Breach.
- (b) upon becoming aware of (i) (ii) (iii) above and without undue delay, provide the Originating Controller with the following written information:
 - (i) description of the nature of (i), (ii) and/or (iii), including the categories of in-scope Personal Data and approximate number of both Data Subjects and the Personal Data records concerned;
 - (ii) the likely consequences; and
 - (iii) a description of the measures taken or proposed to be taken to address (i), (ii) and/or (iii), including measures to mitigate its possible adverse effects.
- (c) reasonably co-operate with the Originating Controller at no additional cost to the Originating Controller, in the Originating Controller's handling of any accidental, unauthorised or unlawful Personal Data processing or Personal Data Breach, including but not limited to:
 - (i) assisting with any investigation;
 - (ii) providing the Originating Controller with physical access to any facilities and operations affected;
 - (iii) facilitating interviews with the Council Processor's employees, former employees and others involved in the matter;
 - (iv) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Originating Controller; and
 - (v) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Data Breach or accidental, unauthorised or unlawful Personal Data processing.
- (d) not inform any third party of any accidental, unauthorised or unlawful processing of all or part of the Personal Data and/or a Personal Data

Breach without first obtaining the Originating Controller's written consent, except when required to do so by Data Protection Legislation.

- 1.5 The Council Processor agrees that the Originating Controller has the sole right to determine:
- (a) whether to provide notice of the accidental, unauthorised or unlawful processing and/or the Personal Data Breach to any Data Subjects, the Information Commissioner, other in-scope regulators, law enforcement agencies or others, as required by law or regulation or in the Originating Controller's discretion, including the contents and delivery method of the notice; and
 - (b) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- 1.6 The Originating Controller hereby consents to the Council Processor appointing the Anticipated Sub-Processors as third-party processors of Personal Data under this Framework. The Council Processor confirms that it has entered or (as the case may be) will enter with the third party processor into a written agreement incorporating terms which are substantially similar to those set out in this Schedule 2 and in either case which the Council Processor confirms reflect and will continue to reflect the requirements of the Data Protection Legislation, in particular Article 28 of the UK GDPR. As between the Originating Controller and the Council Processor, the Council Processor shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 1.6 of Schedule 2.



Redruth Town Council Legitimate Interests Assessment (Template)

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

WHAT IS A LEGITIMATE INTEREST ASSESSMENT?

A Legitimate Interests Assessment assists a controller in demonstrating that reliance on Article 6(1)(f) UK GDPR is appropriate, necessary and balanced against the rights and freedoms of data subjects.

Please note: Public authorities can only rely on legitimate interests if they are processing for a legitimate reason other than performing their tasks as a public authority.

HOW TO COMPLETE A DATA PROTECTION IMPACT ASSESSMENT (DPIA)

Step 1: Complete Identifying Details and Description of Activity.

Step 2: Part A: Purpose Test

Part B: Necessity Test

Part C: Balancing Test

Step 3: Complete the Risk to Rights and Freedoms Assessment. This table enables the asses to meet the requirements of Article 35 (7) (c) UK GDPR and Section 64 Data Protection Act 2018 by identifying the origin, nature, particularity and severity of the risks presented by the activity. For each risk potential impacts and threats are identified, together with the likelihood and severity of those risks and threats, and any measures envisaged to treat those risks are determined (as required by Article 35(7)(d) UK GDPR).

Step 4: Outcome and Approval. This section aims to record the outcome of the assessment, together with decision details, decision maker details, quality control data and any review requirements. Where necessary, the controller shall carry out a review to assess if processing is performed in accordance with the data protection impact assessment at least when there is a change of the risk represented by processing operations.

LEGITIMATE IMPACT ASSESSMENT

Title of processing activity:

Ref.

[DATE]

IDENTIFYING DETAILS

Controller Name	Redruth Town Council
Brief description of activity	
Categories of affected data subject?	
Are any of these data subjects not already known to the business (i.e members of the public)	
What is the nature of the data to be processed?	
Is this likely to form part of your Public Task?	If yes, LI not suitable.
How will the business obtain the personal data relating to the affected data subject?	
<i>[Any other details, as practicable]</i>	

STEP 2: PART A: PURPOSE TEST

Explanation

Context of activity	
Purpose of activity	
What Legitimate Interest is being pursued	
What would the impact be if you couldn't go ahead?	
Would your use of the data be unethical or unlawful in any way?	
Benefits of activity	for individuals, including data subjects

Drawbacks of activity	for the data controller	
	for the society as a whole	
	for individuals, including data subjects	
	for the data controller	
	for the society as a whole	
Are you complying with any specific data protection rules or any other laws or industry guidelines or codes of practice.		

PART B: NECESSITY TEST

Will processing actually help to achieve the purposes?		
Is processing proportionate?		
Measures:		
	Have similar or less intrusive activities been considered or attempted?	
	How does the proposed activity achieve the Purpose outlined under Stage 1 above?	
	How will personal data be limited to the activity only	

	(avoiding function creep?)	
	How will you support data subject rights?	
	How will you inform stakeholders that you are conducting this activity? Is it appropriate to consult with Data Subjects and their representatives?	
	What measures are taken to ensure that processors comply?	
	How are international transfers safeguarded (if applicable)	

PART C: Balancing Test

Recognised Legitimate Interest applies?	public task disclosure request condition	
	national security, public security and defence condition	
	emergencies condition	
	crime condition	

	safeguarding condition	
	Does the activity relate to special category data or criminal conviction data ?	IF YES, LEGITIMATE INTERESTS CAN BE USED. HOWEVER, YOU NEED TO APPLY SPECIAL CATEGORY / CRIMINAL OFFENCE CONDITIONS UNDER DATA PROTECTION ACT 2018.
	Do the affected data subjects include children or vulnerable adults ?	IF YES, LEGITIMATE INTERESTS CAN BE USED. HOWEVER, YOU NEED TO GIVE EXTRA WEIGHT TO THEIR INTERESTS AND YOU NEED A MORE COMPELLING INTEREST TO JUSTIFY ANY POTENTIAL IMPACT ON CHILDREN ON THIS BASIS.
Reasonable expectations of the Data Subject	Would the individual expect the activity?	
	Is information considered private and confidential?	
	Would they object if given the chance?	
	Does the data contain information	

	regarding personal or professional capacity?	
Potential Impacts of Activity		
	Opt Out?	
Safeguards	Additional privacy messaging?	
	Other?	
DPO / SPO Advice (if required)		

STEP 6: OUTCOME

OUTCOME	
PENDING	
Legitimate Interest Proven	
Legitimate Interest Failed	
DECISION DETAIL	
<i>Please insert reasons and/or requirements</i>	
Privacy Information Updated to account for activity? YES [] date: No [EXPLAIN REASON]	
OUTCOME REVIEW REQUIREMENTS	
How often will you conduct a review of this activity to ensure it is still required?	[Annually]
Completed by:	Authorised By:
Name:	
Role:	
Date:	
Signed:	



Redruth Town Council

Data Audit Policy

Updated October 2026

Document Controls	
Owner:	Data Protection Officer
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1 Introduction & Scope

- 1.1 The purpose of a data audit is to identify the data that the Town Council processes, identify the purpose and lawful basis for that processing, and record who has access to the data.
- 1.2 It is an important stage in assessing whether there are any risks associated with the Town Council's data processing activities and ensuring compliance with the Data Protection Act 2018, Data Use and Access Act 2025 and UK GDPR.

2 Lawfulness of Processing

- 2.1 The lawful bases for processing are set out in Article 6 paragraph 1 of the UK GDPR legislation. At least one of these must apply whenever you process personal data:
 - a) **Consent:** the individual has given clear consent for you to process their personal data for a specific purpose.
 - b) **Contract:** the processing is necessary for a contract you have with the individual, or because they have asked you to take specific steps before entering into a contract.
 - c) **Legal obligation:** the processing is necessary for you to comply with the law (not including contractual obligations).
 - d) **Vital interests:** the processing is necessary to protect someone's life.
 - e) **Public task:** the processing is necessary for you to perform a task in the public interest or for your official functions, and the task or function has a clear basis in law.
 - f) **Legitimate interests:** the processing is necessary for your legitimate interests or the legitimate interests of a third party, unless there is a good reason to protect the individual's personal data which overrides those legitimate interests. (This cannot apply if you are a public authority processing data to perform your official tasks.)
- 2.2 The table below confirms the legative basis of the Town Council processing personal data that it holds.

ADMINISTRATION & GOVERNANCE							
Subject	Purpose of processing	Categories of Personal Data	How information is held	Joint Controllers	Categories of Individuals	Lawful basis for processing	Shared with/ Access
Employees	To administer employment, recruitment, payroll, pensions, performance management, statutory reporting, training, leave & sickness management, time recording, HR and compliance with employment law and health and safety legislation/ monitoring. Administration of employee salaries, statutory deductions, payroll and pension contributions. Data is provided	Name, postal address, email address, telephone number, dates of birth, national insurance number, employment history, education, skills, knowledge and qualifications in accordance with job application. Salary and bank details. Employment contracts, performance (appraisal) records, discipline/grievance record, next of Kin details, attendance and leave records. Sickness and medical	Electronic	N/A The Town Council is the Data Controller	Current employees. Former employees - where records retention is required). Job applications (unsuccessful applicants for a period of 6 months after end of recruitment process.)	Article 6(1)(b) Article 6(1)(c) Article 6(1)(e) Article 6(1)(a) - publication of images	Staff HMRC Pensions Provider External Professional HR Advisors Health & Safety Executive (e.g. Riddor incident)

	directly by employees and job applicants, and Occupational Health providers (where applicable), and HMRC, pension providers and other statutory bodies. Occupational Health providers (where applicable), and HMRC, pension providers and other statutory bodies.	information (where required for statutory or employment purposes). Equal opportunities monitoring data (where collected). Health information necessary for statutory sick pay, health and safety, risk assessments, and occupational health referrals. Images published on the council's website or for publicity purposes.					
Councillors	To support elected members in performing their democratic duties- such as receiving meeting documents, meeting statutory responsibilities, engaging with residents, serving	Name, home address, email address (council & personal), telephone number(s), declaration of interests, register of interests, copies of DBS certificates,	Electronic and hard format.	N/A The Town Council is the Data Controller.	Elected and co-opted members of the Town Council.	Article 6(1)(c) Article 6(1)(e) Article 6(1)(a)	Public (Except where non-disclosure is agreed)

	on committees, and adhering to transparency and governance standards. Additionally, this processing aids in publishing information required by the Localism Act 2011 and the Transparency Code.	signed statements of assurance, attendance records, voting at meetings, images published on the council's website or for publicity purposes.					
Volunteers	To Coordinate and manage volunteers for Town Council projects, activities and initiatives; share relevant information; ensure health, safety, and safeguarding compliance; and keep records of participation. Volunteers provide data directly, or parents/guardians do so for those	Names and email address, Telephone numbers, Emergency contact details (where collected). Information for risk assessments and safeguarding (if applicable). Parent/guardian contact details for volunteers under 18.	Electronic and hard format.	N/A The Town Council is the Data Controller.	Parish residents and other Volunteers including under 18's participating in supervised activities with the Council.	Article 6(1)(e) Article 6(1)(a) - Consent for publication of Images	Council Staff

	under 18 when needed.						
Audit and Governance	To receive and inspect the Councils arrangements for audit and governance forming part of the Annual Governance & Accountability Return (AGAR) which includes an Annual Governance Statement and Accounting Statements.	Names and signatures of the Clerk, RFO/DTC and Chair of Council	Electronic and hard format	N/A The Town Council is the Data Controller.	Members of the public	Article 6(1)(c)	Public Councillors Council Staff
Correspondence	To facilitate Town Council communications and business, including responding to enquiries, sharing information, requesting actions, and fulfilling statutory or public duties.	Names, postal addresses, email addresses, telephone numbers and social media.	Electronic	N/A	Members of the public Contractors and service providers Organisational representatives	Article 6(1)(e) Article 6(1)(c) Article 6(1)(a)	Council Staff

Complaints Handling/ Code of Conduct Complaints	To administer complaints from residents, carry out investigations, liaise with Monitoring Officer at Cornwall Council (for councillor conduct complaints), and maintain records.	Names and contact details, details relating to the nature of complaint, evidence, report outcomes and response/s.	Electronic	The Monitoring Officer would be an independent data controller for Code of Conduct Complaints	Complainants Individuals complained about Witnesses	Article 6(1)(e) Article 6(1)(c)	Town Clerk Complaints Handling/Code of Conduct Complaints
Freedom of Information Requests and Subject Access Requests	To process legislative information requests, respond within legal deadlines, and maintain records for audit and legal compliance.	Name, contact details, identity documents (for SARs only) and the request	Electronic	N/A The Town Council is the Data Controller.	Members of the public and Legal representatives submitting requests	Article 6(1)(c)	Town Clerk
Statutory Consultations - Neighbourhood Planning and Other Legislative Consultations	To receive representations as part of formal consultations, publish responses as mandated by law, summarise key issues, and submit relevant materials.	Names, postal address, email address and subject matter representations submitted	Electronic	Planning Authority - statutory planning functions. Neighbourhood planning consultants serve as Data Processors under contract, handling consultation	Residents Businesses Statutory consultees Other stakeholders participating in consultations	Article 6(1)(c) Article 6(1)(e)	Staff Councillors Neighbourhood planning consultants

				responses and preparing reports for the Town Council.			
Planning Applications	The Town Council is a statutory consultee for planning applications	Names and contact details of planning applicants, agents, planning authority officer details, responses, decisions and reports.	Electronic	The Town Council is a Data Controller as part of its consultee function.	Officers and Councillors Planning applicants and agents. Members of the public submitting comments or speaking at Council meetings	Article 6(1)(c)	Council Staff Public (Planning Authority portal and Town Council web site for responses) Councillors
Minutes	To maintain an accurate record of Town Council and Committee decisions, discussions, and resolutions-including consultants or similar attending meetings. Minutes must comply with the Transparency	Names of consultants who participate (where recorded).	Electronic and hard format.	N/A The Town Council is the Data Controller.	Members of the public, Councillors and Officers in attendance at the meeting.	Article 6(1)(e)	Public Councillors and Council staff

	Code for Smaller Authorities and the Local Government Act 1972.						
Contractors, Suppliers and Service Providers	The procurement of goods and services, management of contracts, invoicing and payments, evidence of Procurement Act and Financial regulations compliance, and maintain audit records.	Name of company/ representative, business contact details including email address and telephone number Bank account information (for payments). Contract particulars	Electronic	N/A	Contractors, consultants, Sole traders and other goods and service providers.	Article 6(1)(b) Article 6(1)(c)	Council staff (Authorising Officers) Councillors
Insurance Claims	To manage reported incidents, notify insurers, review claims, liaise with claimants, and retain records for statutory periods.	Names and contact details, incident details, injury details, witness information, Photographs/ videography and correspondence between parties and insurers.	Electronic	Town Council insurance Provider acts as an independent controller.	Claimant including legal representatives, witness/es, and insurers.	Article 6(1)(c) Article 6(1)(e)	Town Clerk Deputy Town Clerk
Information Sharing with Principal	The Town Council collaborates with	Personal details of residents, address, details of enquiry,	Electronic	Each Council acts as an	Members of the public, volunteers or	Article 6(1)(e)	Town Clerk Councillors

Council/ Other Local Authorities	principal authorities to fulfil statutory and public duties. This involves addressing resident enquiries, reporting issues, managing Highways matters, participating in planning, handling safeguarding referrals, sharing information on public realm, environmental health, elections, community safety, and responding to statutory consultations. Also the CCTV monitoring service with its own data sharing agreement in place.	complaint or other including associated correspondence, images/video if shared in relation to matter		independent Data Controller for the information it receives and processes.	contractors where relevant	Article 6(1)(c) notices). Article 6(1)(a)	
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IT contractor: Technical support, licensing, security, data Storage, and Email Hosting.	To provide secure and effective IT Services for the Town Council.	Officer and Councillor names, job titles and contact details, email content and metadata, stored data (technical support only), backup files	Electronic	The Town Council is the Data Controller. IT service provider, Microsoft and website support contractors act as Data Processors under contract.	Councillors, Staff. Correspondence or documents from members of the public, Contractors and organisations.	Article 6(1)(c) Article 6(1)(e) Article 6(1)(b)	Town Clerk Deputy Town Clerk IT Contractor
Website Analytics, Cookies and Server Logs	To maintain the secure and effective operation of the Town Council's website, monitor performance, analyse usage to improve accessibility and user experience and ensure system security.	IP addresses, device and browser information, web page/site analytics.	Electronic	The Town Council is the Data Controller for information collected via its website. The website hosting provider acts as a Data Processor for server logs and security functions.	Visitors to the websites, members of the public submitting contact forms and users accessing online documents or information	Article 6(1)(e) Article 6(1)(c) Article 6(1)(a))	Town Clerk Web site Contractor / hosting provider
Social Media	To share Town Council updates,	Username/profile names, comments	Electronic	The Town Council and	Members of the public engaging	Article 6(1)(e)	Council Staff

	promote activities, engage with residents, answer enquiries, publish consultations, and moderate comments including replying to messages, handling comments, and reporting inappropriate content.	and messages, images or video included in posts, tags or comments		the social media platforms are Joint Controllers for data visible on the Council's page/ platform	with Council social media messaging or commenting, and councillors/ officers appearing in posts	Article 6(1)(a) Article 6(1)(f)	Communications Manager
Community Consultations and Surveys	To collect and analyse feedback and insight from parish residents and stakeholders to guide Town Council decisions, planning, strategy, policy, services, projects, and consultations. This includes issuing surveys, gathering responses, analysing data,	Names (where provided voluntarily), postal address or postcode (for geographic verification), email address or telephone number (only if supplied for follow-up contact), written comments, opinions or qualitative feedback, demographic or contextual information (only if voluntarily	Electronic	The Town Council is the sole Data Controller for consultation and survey data it collects. Qualtrics operates as a Data Processor under contract.	Parish residents/ members of the public, businesses and organisations and stakeholders	Article 6(1)(e) Article 6(1)(a)	Council Staff – Community Liaison Manager Councillors Public - Results/ reports

	reporting results, and retaining records for governance, audit, and funding.	given)					
Newsletters	To provide updates about the work of Redruth Town Council, including the latest news, important announcements, and agendas for upcoming council meetings to those that have opted to receive. N.B: Individuals may opt out at any time.	Name, email address, company (optional) and preferred format	Electronic	N/A Email distribution Via Mailchimp acting as a Data Processor under contract.	Residents, local organisations and other individuals opting to receive Town Council updates.	Article 6(1)(a)	Council Staff
Media	To issue media information, statements, public notices (Notice of election) and other authorised communications on behalf of the Town Council to	Names of Journalists, editors or media contacts, email addresses, telephone numbers, organisation details and subsequent correspondence	Electronic	N/A	Journalists, Editors, Press officers, other Media representatives	Article 6(1)(e) Article 6(1)(a)	Council Staff – Communications Manager Councillors

	local, regional and national media outlets.	received.					
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FINANCIAL							
Subject	Purpose of processing	Categories of Personal Data	How information is held	Joint Controllers	Categories of Individuals	Lawful basis for processing	Shared with/ Access
Procurement, Tenders and Request for Quotations	To obtain quotations, Evaluate tenders, appoint suppliers, manage public procurement obligations, and retain records for audit and transparency.	Names of bidders, business contact details, email addresses and phone numbers, quotations, pricing and tender submission documentation, insurance, health and safety documentation etc.	Electronic	N/A The Town Council is the Data Controller.	Contractors, suppliers and service providers	Article 6(1)(b) Article 6(1)(c)	Town Clerk RFO/Deputy Town Clerk Councillors Public - contracts register - web site Successful tendering contractor is published on Find a Tender
Financial Administration and Banking Records	To administer the Town Council's financial operations, including	Names of payees, suppliers, and recipients, Bank account details, payment	Electronic	N/A. The Town Council is the Data Controller.	Officers and councillors with financial authorisation	Article 6(1)(c) Article 6(1)(e)	Council Officers Councillors

	payments, invoices, receipts, purchase orders, budget monitoring, audit trails, bank reconciliation, financial reporting, and compliance with statutory financial regulations.	references and transaction data, invoices, receipts and remittance advice, email addresses and contact details, authorisations Audit trail information (signatures, approvals, user access logs)		Banks act as independent Data Controllers for own processing. The Town Council uses financial software (Xero) for accounting and financial administration therefore Xero is a Data Processor under contract	Contractors and suppliers Grant recipients Residents receiving refunds or payments		Public - AGAR/ Payment approvals etc.
Grant Applications	To administer the Town Council's Community Grants scheme, including assessing applications, determining eligibility and compliance with the Grants Policy, contacting	Name of applicant (individual or lead organisational contact), Postal address, Email address, Telephone number, Position and authorisation within organisation,	Electronic	N/A The Town Council is the sole Data Controller.	Authorised contact for organisation submitting the grant application.	Article 6(1)(b) Article 6(1)(c) Article 6(1)(e) Article 6(1)(a)	Council Staff RFO/Deputy Town Clerk Councillors

	applicants for further information, issuing grant agreements, processing payments, monitoring project delivery, and publishing required transparency information.	Bank account details for grant Payment, Information about the organisation and proposed initiative together with costs.					
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COUNCIL SERVICES							
Subject	Purpose of processing	Categories of Personal Data	How information is held	Joint Controllers	Categories of Individuals	Lawful basis for processing	Shared with/ Access
Allotments	To manage and maintain allotment plots, tenancy agreements, invoicing, payments, waiting lists, inspections, and correspondence with Tenants.	Name, address, email address, telephone number /s, plot number and payment details/ records	Electronic	The Town Council is the Data Controller.	Allotment tenants Applicants on the waiting list	Article 6(1)(b) Article 6(1)(c) Article 6(1)(e)	Council staff



Redruth Town Council

Information Technology (IT) Policy

Updated October 2026

Document Controls	
Owner:	Town Clerk
Reviewed by:	Full Council

Date	Initials	Revisions made
October 2026		DRAFT

If you have any queries or suggested amendments to this document, please contact the Owner named above. Please archive all historic versions of this notice for audit

1. Introduction

1.1 Redruth Town Council (the Council) recognises the importance of effective and secure information technology (IT) and email usage in supporting its business, operations, and communications.

1.2 This policy should be read in conjunction with the Council's adopted:

- Staff Handbook (Staff Only)

The public policies are available at the Town Council's website using the following link: www.redruth-tc.gov.uk

1.3 The Council's IT provider is Acronyms IT: <https://www.acronyms.co.uk/>

2. Aim

2.1 The purpose of this IT policy is to establish clear parameters for how Councillors (Members), staff and other authorised users use council-provided technology or equipment in the course of their duties including:

- Expectations for appropriate use of equipment and systems.
- Awareness of risks associated with IT use.
- Safeguarding the council's data and digital assets.
- Clarification on what constitutes acceptable and unacceptable use.
- Defines the consequences of policy breaches.

3. Scope

3.1 This policy applies to all Councillors, staff and other authorised users, regardless of their working location or pattern, including those who are office-based, or work on a flexible or part-time basis. It sets out expectations for the appropriate use of IT equipment and systems provided by the Council.

4. Monitoring of IT Use

4.1 As an IT provider, the council has the right to monitor the use of its IT equipment and systems, provided there is a legitimate reason for doing so, and Councillors, employees and other authorised users are informed that such monitoring may take place.

4.2 Any monitoring must be proportionate and comply with relevant data protection and privacy laws.

4.3 Other persons may be included if they access or use council systems e.g. if they have a council e-mail address

5. Computer use

5.1 Hardware

5.1.1 Council computer equipment is provided for council purposes; however

reasonable personal use is permitted (reasonable interpreted as in the opinion of the Town Clerk or Deputy Town Clerk). Any personal use of our computers and systems should not interrupt our daily council work in any way. Councillors, staff and other authorised users are asked to restrict any personal use to official lunch breaks, before or after working hours or outside of official council meetings.

- 5.1.2 All councillors, staff, and other authorised users must lock their devices when leaving their desks to prevent unauthorised access. This applies to all council and personal devices used for work. Failure to comply may lead to disciplinary action.
- 5.1.3 All computer and other electronic equipment supplied should be treated with good care at all times. Computer equipment is expensive, and any damage sustained to any equipment will have a financial impact on the council.
- 5.1.4 Computer and electronic hardware should be kept clean, and every precaution taken to prevent food and drink being dropped or spilled onto it.
- 5.1.5 All computer and mobile equipment will carry a number which is logged against the current owner of that equipment. A database of equipment issued will be kept.
- 5.1.6 Equipment should not be dismantled or reassembled without seeking advice.
- 5.1.7 Councillors, staff and other authorised users are not to purchase any computer or mobile equipment (including software) unless previously authorised.
- 5.1.8 Personal disks, USB stick, CDs, DVDs, data storage devices etc. cannot be used on council computers without the prior approval of the Clerk or Council.
- 5.1.9 The council connects to a number of authorised wireless networks. Using a portable device to make personal Wi-Fi hot spots which bypass existing Wi-Fi is not allowed.
- 5.1.10 Any faults or necessary repairs must be reported to the Clerk in the first instance, or to the Council's IT provider.
- 5.1.11 All users must only access Council systems using their own allocated username and password. Users must not use another person's login credentials or permit another person to access Council systems using their credentials.
- 5.1.12 Staff must log out and shut down their computers at the end of each working day, unless otherwise authorised or instructed by the Council's

IT provider.

5.1.13 Users must not delete, destroy or modify existing systems, programmes, information or data, except where authorised in the proper performance of their duties.

5.1.14 Software must not be downloaded or installed from external sources, and devices or equipment, including mobile phones, tablets and USB storage devices, must not be connected to Council systems without prior authorisation from the Council's external IT provider, Acronyms.

6. Equipment

6.1 Portable Equipment

6.1.1 It is particularly emphasised that council back-up procedures specific to portable equipment should be followed at all times.

6.1.2 All portable computers must be stored safely and securely when not in use in the office, i.e. when travelling or when working from home.

6.1.3 Portable equipment (unless locked in a secure cabinet or office) should be kept with or near the user at all times; should not be left unattended when away from council premises and should never be left in parked vehicles or at any council or non-council premises.

6.1.4 It is important to ensure all portable devices are protected with encryption in case they are lost or stolen. All smartphones or tablets that hold council data, including emails and files, must be protected with a pin code. Where possible, these devices should also be programmed to erase all content after several unsuccessful attempts to break in. Any security set on these devices must not be disabled or removed.

6.1.5 Multi-Factor Authentication (MFA) is a security process that requires users to verify their identity using two or more independent methods-for example, entering a password (something you know) and confirming a code sent to your mobile device (something you have). This significantly reduces the risk of unauthorised access to systems and sensitive data. NALC recommends implementing MFA as a best practice to enhance information security and support compliance with data protection obligations under the UK GDPR and the Data Protection Act 2018.

6.1.6 All users must report suspected cyber incidents immediately to the Clerk and the Council's IT provider.

6.1.7 If an item of portable equipment is lost or damaged this should be reported to the clerk. If the loss or damage is due to an act of negligence, the individual responsible may be liable to meet the first

£250 of the loss/damage.

6.1.8 To protect confidential information, unless it is a requirement of the job and this has been authorised, it is forbidden for photographs or videos to be taken in council offices, without the prior written permission of the clerk. This includes mobile telephones with camera function, camcorder, tape or other recording device for sound or pictures - moving or still.

6.1.9 Under no circumstances should any non-public meeting or conversation be recorded without the permission of those present. This does not affect statutory rights (under The Openness of Local Government Regulations 2014).

6.1.10 In addition, the council does not permit webcams (which may be pre-installed on many laptops) to be used in the workplace, other than for conference calls for council purposes. If there is any doubt as to whether a device falls under this clause, advice should be sought from the clerk.

6.2 Mobile phones

6.2.1 Mobile telephones issued by the Council remain the property of Redruth Town Council and must be returned when employment ends or a Councillor ends their term in office or when requested by the Council .

6.2.2 Employees must not use Council-issued mobile telephones whilst driving. Where a call is necessary, the driver must first stop in a safe and lawful location before making or receiving the call.

6.2.3 Employees and Councillors using mobile telephones whilst carrying out Council duties must comply with road traffic legislation and the Council's applicable mobile telephone procedures.

7. Use of own devices

7.1 The Council does not permit the use of own devices, unless in exceptional circumstances which are preauthorised by the Town Clerk or Deputy Town Clerk.

7.2 Councillors, staff, and other authorised persons that use council systems are expected to use all devices in an ethical and respectful manner and in accordance with this policy. Accessing inappropriate websites or services on any device via the IT infrastructure that is paid for or provided by the council carries a high degree of risk, and, for employees, may result in disciplinary action, including summary dismissal (without notice). For Workers or Contractors, we may terminate the worker agreement. This is irrespective of the ownership of the device used. An example would be downloading copyright music illegally or accessing pornographic material.

- 7.3 In cases of legal proceedings against the council, it may be necessary to temporarily take possession of a device, whether council-owned or personal to retrieve the relevant data.

8. Health and safety

Staff and other authorised users who work in council offices will be provided with an appropriate workstation.

- 8.1 The council has a duty to ensure that regular appropriate eye tests, carried out by a competent person, are offered to employees using display screen equipment.
- 8.2 Any VDU user who feels that their workstation requires changes to make it compliant must speak to the clerk.
- 8.3 If any hazards are detected at a workstation, including 'noises' from the IT equipment, this should be reported immediately to the clerk or the council's IT provider.

9. Password and Authentication Policy

- 9.1 All user accounts must be protected by strong, secure passwords. The council follows the National Cyber Security Centre (NCSC) recommendations for creating passwords using three random words (e.g. PurpleCandleRiver). This method helps create passwords that are both strong and easy to remember, while offering effective protection against common cyber threats such as brute-force attacks. This approach is endorsed in NALC guidance.

In addition to strong passwords, Multi-Factor Authentication (MFA) should be enabled wherever possible. MFA requires users to provide two or more independent forms of verification-for example, a password (something you know) and a code sent to your phone (something you have). This significantly reduces the risk of unauthorised access to systems and personal data.

To further strengthen account security:

- Initial user account passwords must be generated by the IT provider.
- Default passwords provided by vendors or the IT provider must be changed immediately upon installation or setup.
- Service or System (e.g. Website) account passwords are generated and managed by the IT provider.
- The council recommends these practices as part of its commitment to robust information security and to support compliance with the UK GDPR and the Data Protection Act 2018.

For more guidance, see the NCSC's advice on password security: [NCSC Password Guidance](#)

- 9.2 Access to Passwords

- Passwords are personal and must not be shared under any circumstances.
- Only the assigned user of an account may access or use the associated password.
- In exceptional cases (e.g., incident response or employee offboarding), access to system credentials may be granted to authorised personnel from the IT provider with appropriate approvals and logging.
- Administrative credentials must be stored securely and only accessible to authorised personnel.

9.3 Password Storage and Management

- Passwords must not be stored in plain text or written down in insecure locations.
- Passwords must be stored using a council-approved, encrypted password manager.

9.4 Password Change Requirements

- Immediately change password if compromise is suspected.

9.5 Password Access Control and Logging

- All access to administrative or shared credentials must be logged and auditable.
- Attempts to access unauthorised passwords will be treated as a security incident

9.6 Responsibility

- Users are responsible for creating and maintaining secure passwords for their accounts.

The IT security provider is responsible for:

- Managing system/service credentials.
- Enforcing password policies. Auditing and monitoring password-related security practices.

10 Monitoring

10.1 The council reserves the right to monitor and maintain logs of computer usage and inspect any files stored on its network, servers, computers, or associated technology to ensure compliance with this policy as well as relevant legislation. Internet, email, and computer usage is continually monitored as part of the council's protection against computer viruses, ongoing maintenance of the system, and when investigating faults.

10.2 The council will monitor the use of electronic communications and use of the internet in line with the Investigatory Powers (Interception by Councils etc. for Monitoring and Record-keeping Purposes) Regulations 2018.

10.3 Monitoring of an employee's email and/or internet use will be conducted in

accordance with an impact assessment that the council has carried out to ensure that monitoring is necessary and proportionate. Monitoring is in the council's legitimate interests and is to ensure that this policy is being complied with.

- 10.4 The information obtained through monitoring may be shared internally, including with relevant councillors and IT staff if access to the data is necessary for performance of their roles. The information may also be shared with external HR or legal advisers for the purposes of seeking professional advice. Any external advisers will have appropriate data protection policies and protocols in place.
- 10.5 The information gathered through monitoring will be retained only long enough for any breach of this policy to come to light and for any investigation to be conducted.
- 10.6 Councillors, staff, and other authorised users have a number of rights in relation to their data, including the right to make a subject access request and the right to have data rectified or erased in some circumstances. You can find further details of these rights and how to exercise them in the council's data protection policy.
- 10.7 Such monitoring and the retrieval of the content of any messages may be for the purposes of checking whether the use of the system is legitimate, to find lost messages or to retrieve messages lost due to computer failure, to assist in the investigation of wrongful acts, or to comply with any legal obligation.
- 10.8 The council has software and systems in place that can monitor and record all internet usage. A daily log is kept of all activity, which details the names of all websites accessed, along with the date and time of access, by individual councillors, staff, and other authorised users. Records of internet use and sites visited will normally be retained for a period of six months.
- 10.9 The council reserves the right to inspect all files stored on its computer systems in order to assure compliance with this policy. The council also reserves the right to monitor the types of sites being accessed and the extent and frequency of use of the internet at any time, both inside and outside of working hours to ensure that the system is not being abused and to protect the council from potential damage or disrepute.
- 10.10 Any use that the council considers to be 'improper', either in terms of the content or the amount of time spent on this, may result in disciplinary proceedings.
- 10.11 All computers will be periodically checked and scanned for unauthorised programmes and viruses.

11 Remote working

- 11.1 Increased IT security measures apply to those who work away from their

normal place of work (e.g. whilst travelling, working from home or at non-council premises as follows:

- If logging into the council's systems or services remotely, any passwords must not be saved, and the user must log out at the end of the session. The location and direction of the screen should be checked to ensure confidential information is out of view. Steps should be taken to avoid messages being read by other people, including other travellers on public transport etc.
- Any data printed should be collected and stored securely.
- All electronic files should be password protected.
- Papers, files or computer equipment must not be left unattended at a non-council premises unless arrangements have been made with a responsible person for them to be kept in a locked room or cabinet if they are to be left unattended at any time.
- Any data should be kept safely and should only be disposed of securely.
- Papers, files, data sticks/storage, flash drive or backup hard drives should not be left unattended in cars, except where it is entirely unavoidable for short periods, in which case they must be locked in the boot of the car. If staying away overnight, council data should be taken into the accommodation, care being taken that it will not be interfered with by others or inadvertently destroyed.
- Where possible the ability to remotely wipe any mobile devices that process sensitive information should be retained in the case of loss or theft;
- Councillors, staff, and other authorised users who work away from the office with sensitive data should be equipped with a screen privacy filter for mobile devices and should use this at all times when accessing such data away from the office.

11.2 Those issued with a 'dongle' to enable internet access from a laptop via 3G or 4G networks whilst away from their normal workplace should note that the cost of internet access can be very high. Dongles should therefore be used for essential council purposes only, especially if abroad.

11.3 Similarly, use of paid for Wi-Fi access, for example at airports should be carefully monitored and restricted to essential council use.

12 Website & Accessibility

12.1 Website Compliance and Publication of Documents

12.1.1 The Town Council website must meet the accessibility Web content Guidelines 2.2 AA ([WCAG 2.2 AA](#)) and [The Public Sector Bodies \(Websites and Mobile Applications\) \(No. 2\) Accessibility Regulations 2018](#).

12.1.2 The accessibility requirement under the regulations requires the

Council to make the website or mobile application accessible by making it perceivable, operable, understandable and robust;

12.1.3 An up-to-date Accessibility Statement must be published, and regular audits for accessibility, broken links, and compliance must occur.

12.1.4 The accessibility statement must be a comprehensive and clear statement on the compliance of the Council's website or mobile application with these Regulations.

12.2 Freedom of Information (FOI) Publication Scheme

12.2.1 All websites must include published documentation as specified in the Freedom of Information Act 2000 and the Transparency code for smaller authorities (where applicable).

12.2.2 Council documentation to be published and maintained includes Town council agendas and minutes, AGAR, councillor information, expenditure exceeding £500, procurement information, Local Authority Land, Grants, organisational chart, senior salaries, policies etc.

13 Email

13.1 Council email facilities are intended to promote effective and speedy communication on work-related matters. Although we encourage the use of email, it can be risky. Councillors, staff, and other authorised users need to be careful not to introduce viruses onto council systems and should take proper account of the security advice below.

13.2 On occasion, it will be quicker to action an issue by telephone or face to face, rather than via protracted email chains. Emails should not be used as a substitute for face to face or telephone conversations. Councillors, staff, and other authorised users are expected to decide which is the optimum channel of communication to complete their tasks quickly and effectively.

13.3 These rules are designed to minimise the legal risks run when using email at work and to guide councillors, staff, and other authorised users as to what may and may not be done. If there is something which is not covered in the policy, councillors, staff, and other authorised users should ask the clerk or the council's IT provider rather than assuming they know the right answer.

13.4 All councillors, staff, and other authorised users who need to use email as part of their role will be given their own council email address and account. The council may, at any time, withdraw email access, should it feel that this is no longer necessary for the role or that the system is being abused.

13.5 All council business must be conducted using council-issued email accounts hosted on an authority-owned domain.

13.6 Email messages sent on the council's account are for council use only. Personal use is not permitted.

- 13.7 All users must adopt a professional tone and observe appropriate email etiquette when communicating on Council business. Staff must use the Council's standard email signature and disclaimer.
- 13.8 Users should be aware that emails may be disclosed in legal proceedings or in response to statutory information requests. Deleted emails may remain recoverable from Council systems.
- 13.9 Abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate emails must not be sent using Council systems.
- 13.10 Users must not send or forward chain mail, junk mail, inappropriate jokes or gossip, unnecessarily copy recipients into correspondence, or send messages from another person's email address without authorisation.
- 13.11 Access to web-based personal email accounts, including Gmail and Hotmail, is not permitted on Council computer systems.
- 13.12 Staff must use the Council's standard Out of Office format when notifying internal and external contacts of their absence.
- 13.13 Users must exercise caution when receiving unsolicited or suspicious emails. They must not reply to suspicious messages, open attachments or click links where a security risk is suspected. Suspected viruses or malware must be reported immediately to the Town Clerk and Acronyms.

14 Use of the Internet

14.1 Copyright

14.1.1 Much of what appears on the Internet is protected by copyright. Any copying without permission, including electronic copying, is illegal and therefore prohibited. The Copyright, Designs and Patents Act 1988 set out the rules. The copyright laws not only apply to documents but also to software. The infringement of the copyright of another person or organisation could lead to legal action being taken against the council and damages being awarded, as well as disciplinary action, including dismissal, being taken against the perpetrator.

14.1.2 It is easy to copy electronically, but this does not make it any less an offence. The council's policy is to comply with copyright laws, and not to bend the rules in any way.

14.1.3 Councillors, staff and other authorised users should not assume that because a document or file is on the Internet, it can be freely copied. There is a difference between information in the 'public domain' (which is no longer confidential or secret information but is still copyright protected) and information which is not protected by copyright (such as where the author has been dead for more than 70 years).

- 14.1.4 Usually, a website will contain copyright conditions; these warnings should be read before downloading or copying.
 - 14.1.5 Copyright and database right law can be complicated. Councillors, staff, and other authorised users should check with the clerk if unsure about anything.
- 14.2 Trademarks, links and data protection
 - 14.2.1 The council does not permit the registration of any new domain names or trademarks relating to the council's names or products anywhere in the world, unless authorised to do so. Nor should they add links from any of the council's web pages to any other external sites without checking first with the clerk.
 - 14.2.2 Special rules apply to the processing of personal and sensitive personal data. For further guidance on this, see the council's data protection policy, a copy of which is available from the Council's website.
- 14.3 Accuracy of information
 - 14.3.1 One of the main benefits of the internet is the access it gives to large amounts of information, which is often more up to date than traditional sources such as libraries. Be aware that, as the internet is uncontrolled, much of the information may be less accurate than it appears.
- 14.4 Use of social media
 - 14.4.1 Councillors, staff and other authorised users must comply with the Council's applicable Social Media Policy. Council social media accounts may only be accessed or managed by authorised persons. Users must not disclose confidential Council information, impersonate others, or publish content on behalf of the Council without appropriate authorisation. Suspected misuse must be reported to the Town Clerk.
- 14.5 Internet Access and Restrictions
 - 14.5.1 Internet access provided by the Council is for official Council business. Any exceptions must be authorised by the Town Clerk.
 - 14.5.2 Users must not access websites or download material that is illegal, offensive, discriminatory, inappropriate or likely to bring the Council into disrepute.
 - 14.5.3 The Council reserves the right to block or restrict access to websites where necessary for security or operational reasons.
 - 14.5.4 Employees must not use Council systems to access online radio, audio or video streaming services, instant messaging or social networking websites, except where specifically authorised for Council business.

15 Data Protection Act 2018 & UK GDPR

- 15.1 The Council will comply with the UK GDPR and Data Protection Act 2018. All users must process personal data lawfully, fairly and securely in accordance with the Town Council's Data Protection Policy.

16 Misuse

- 16.1 Misuse of IT systems and equipment is not in line with the council's standards of conduct and will be taken seriously. Any inappropriate or unauthorised use may lead to formal action, including Code of Conduct complaints against councillors or disciplinary proceedings including, in serious cases, dismissal against employees.
- 16.2 Prohibited use of Council IT systems includes, but is not limited to:
- (a) Accessing, creating, transmitting or downloading pornographic, obscene, offensive or unlawful material;
 - (b) Creating or distributing discriminatory, harassing, derogatory or defamatory material;
 - (c) Unauthorised disclosure of confidential Council information or personal data;
 - (d) Installing or distributing unauthorised software;
 - (e) Infringing copyright or intellectual property rights; and
 - (f) Using Council systems in a manner that may expose the Council or individuals to criminal or civil liability.



Strategic Plan

2026 - 2031

.....

People • Place • Nature





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FOREWORD

Welcome to the Redruth Town Council Strategic Plan 2026-2031, which sets out our vision, priorities, and commitments for the future of our town and community.

This document explains what we do as a Town Council, including the range of services we provide for local residents, visitors and businesses. It also explains why we do it and how the work of the Town Council is funded.

Many readers will have taken part in our major Residents' Survey in 2025, which helped us understand what matters most to our community, their priorities for the area, and their views on how their council tax should be spent and invested.

As a result, we have developed a set of strategic priorities that reflect the needs and aspirations of our community.

We hope you find this document informative, easy to understand, and helpful.

If you require this document in an alternative format or large print, please let us know and we will do our best to assist you.

We would like to thank everyone who contributed to the consultation and community engagement process. Their input has enabled us to focus on the key areas that will require attention over the next five years.

We would also like to remind readers that members of the public are very welcome to attend any of our Council meetings. Further information can be found on our website at Redruth Town Council or by calling 01209 210 038.

This Strategic Plan is brought to you by the Redruth Town Council team, Members and volunteers.

THE ROLE OF REDRUTH TOWN COUNCIL

Redruth Town Council is the first and lowest tier of local government.

We provide local services, give residents a democratic voice, and work to improve community well-being. Funded partly through a local tax called a precept, we deal with local issues that are distinct from those managed by the unitary authority, Cornwall Council.

Broadly speaking, our work falls into two areas:

- Delivering local services
- Representing the local community

Redruth Town Council is classed as a larger council in Cornwall, as its precept exceeds £1 million. This year, our budget is approximately £1.89 million, and we serve a population of around 16,000 people.

The Town Council has 14 Town Councillors (often referred to as Members), all of whom are elected. They serve a four-year term of office. We also employ 36 members of staff (both full-time and part-time) and are supported by more than 100 volunteers.

The way a local council operates is that Councillors make decisions collectively through a majority voting process, and staff implement those decisions under the management of the Town Clerk, who is the Head of the Paid Service.

THE WAY WE WORK: OUR ETHOS AND VALUES

We are located at the heart of the community in the Civic Centre on Alma Place, which is also home to our Library and Information Service. Our ethos is simple: we are public servants, here to serve the residents who fund our services through their taxes. We also work to build strong relationships with local businesses and visitors.

We strive to deliver the small things that really matter to the community of Redruth, building trust that enables us to take on larger projects and address more complex issues. We are a customer-focused team, with staff based in the Civic Centre and available to support residents in person. Our Library and Information Service acts as our main front-of-house reception point. We work to help create a safer, healthier, more connected and socially inclusive community.

Our ethos is to help wherever we can, whether that involves something for which we are directly responsible or signposting people to the organisation best placed to assist them.

Our values, which guide everything we do, are:

- | | |
|---------------------|-----------------|
| • Trust and Respect | • Collaboration |
| • Accountability | • Creativity |
| • Engagement | • Positivity |
| • Honesty | • Integrity |



OUR MISSION: REDRUTH TOWN COUNCIL, GROWING OUR PROUD AND RESILIENT COMMUNITY.

OUR VISION:

- FOR PEOPLE, SAFER AND INFORMED.
- FOR PLACE, INCLUDED AND CONNECTED.
- FOR NATURE, CLEANER AND GREENER.

HOW WE MAKE DECISIONS

Council Meeting and Committee structure

The table below explains what meetings the Town Council has, what they cover and how decisions are made. **All the meetings listed below include a Public Participation session at the beginning of the meeting, which enables the public to speak. The public are welcome to attend all our meetings and stay for Part 1 of the Agenda.**

If there is any matter to be discussed which is deemed to be confidential or commercially sensitive, then it is a Part 2 matter which means the press and public have to leave the room for this section of the meeting.

Each Committee has a Chair and Vice-Chair and decisions are taken by a majority vote. The quorum at each meeting is at least 4 Councillors being present to vote.

Councillors have to make a declaration and sign a form if they have a conflict of interest in the topic being debated. There are two types of interests that need to be declared: Pecuniary (e.g. a financial interest in the topic) **or** another interest. If a Councillor makes a declaration they cannot vote on the issue, for reasons of transparency. If the interest is financial, they must leave the room while it is being discussed.

Meeting / Committee	When it meets	What it covers	
Full Council	Once a month, apart from August	• Mayor and Deputy Mayor reports • Cornwall Councillor updates • Youth Council update • Summary of payments made/financial update	• Town Clerk's report and update • Updates from Members as representatives on outside bodies • Any guest speaker slots • Budget decision making
Asset Management Committee	Quarterly	• Report from Facilities manager • Report from Asset Manager	• Report on specific assets/projects
Finance Committee	Quarterly	• Financial Management report • Responsible Finance Officer/ Deputy Town Clerk's report • Internal Audit reports	• External audit reports • Annual Financial returns • Business Liaison Manager's report • Budget setting
Community Committee	Quarterly	• Senior Library Officer's report • Community Liaison Manager's report	• Communications Manager report inc. Events and Marketing updates
Staffing Committee	Quarterly	• HR Manager's report inc. training and staff development update	• Town Clerk and Deputy Town Clerk's reports • Staffing updates
Planning Committee	Once a month	• Consider Planning applications • Decision Notice Schedule of previous applications	• Notification of any planning appeals • Licensing update • Notification of any planning law changes

WHAT ARE WE HERE TO DO?

Redruth Town Council has both statutory duties and responsibilities (things we have to do by law) but we also provide many services beyond these.

WHAT WE HAVE TO DO: STATUTORY CORE RESPONSIBILITIES

- Governance and democratic decision-making, including Council and Committee meetings
- Communicate decisions and local issues to residents
- Act as a statutory planning consultee on planning applications and developments
- Act as a statutory consultee on local, county, regional and national issues
- Data protection and information governance
- Asset management and stewardship of council-owned property
- Respond to enquiries, complaints and requests for information
- Communications and public information
- Emergency planning and business continuity
- Preparation of appropriate responses and guidance in a changing legislative and social environment



WHAT WE CHOOSE TO DO: SERVICES WE PROVIDE IN ADDITION TO OUR LEGAL RESPONSIBILITIES

Community Facilities and Assets

We are responsible for the management, maintenance and improvement of a range of Redruth Town Council-owned community facilities and assets:

- Market Way shops, Market Hall, the Community Centre, The Chambers and other venues
- Public toilets
- Bus shelters
- Two allotment sites

Parks and Environment

- Manage parks, gardens and public open spaces
- Provide floral displays and hanging baskets
- Maintain the polytunnel for growing plants
- Facilitate and support the Climate Action Partnership
- Promote Buy Local and circular economy initiatives

Culture, Events and Community Development

- Organise and deliver a year-round programme of festivals and events
- Run the Local Heroes Awards scheme
- Support Town Twinning with three international partners
- Invest time in stakeholder groups and external representation

Grants, Young People and Community Support

- Run and administer grant schemes for community groups and youth organisations
- Deliver and support the Youth Council
- Fund an Anti-Social Behaviour Caseworker
- Fund a school crossing patrol officer
- Raise funds for local charities through library events and the Christmas Grotto

Library and Information Services

- Deliver a library and information service
- Provide inclusion and accessibility support, including digital support, outreach activities, Home Library Service and support groups

Engagement

- Provide community liaison and business liaison services
- Undertake surveys and community engagement exercises

Communications and Promotion

- Produce publications and marketing materials
- Manage social media channels and the Discover Redruth website

Community Safety and related services

- Manage and deliver CCTV monitoring services for the Council and three other councils on a charged basis

Advocacy

- Undertake advocacy and lobbying on behalf of the community



HOW DID WE DEVELOP REDRUTH'S STRATEGIC PLAN?

THE CONTEXT WE WORK IN

Before setting priorities for the next five years, it is important to understand the environment in which the Council operates.

Like all local councils, Redruth Town Council must work within a framework of statutory responsibilities, financial resources, staffing capacity, governance arrangements, existing assets and ongoing service commitments.

These factors influence what the Council can realistically deliver and the pace at which change can be achieved. While community aspirations are central to this Strategic Plan, they must be considered alongside the practical responsibilities involved in managing services, assets and public resources.

The following sections therefore provide an overview of the Council's current position, including its finances, existing service commitments and emerging opportunities, before considering the evidence and feedback that have informed the priorities set out in this Plan.

FINANCIAL OVERVIEW

The Council's budget determines the services we can provide, the assets we can maintain, and the new initiatives we can pursue. Understanding how the Council's resources are currently allocated is therefore an important part of understanding both the opportunities and the constraints that will shape the delivery of this five-year strategy.

Priority	Cost £	% Budget
Statutory/Core Responsibilities	221,970	11.7%
Community Facilities and Assets	246,425	13.0%
Parks and Environment	388,480	20.4%
Culture, Events and Community Development	173,275	9.1%
Grants, Young People, Community Support and Advocacy	195,737	10.3%
Library and Information Services	339,270	17.8%
Engagement	23,761	1.2%
Communications and Promotion	84,568	4.4%
Community Safety and related Services	29,072	1.5%
Central costs	199,004	10.5%
Total	1,901,562	100%



BUSINESS AS USUAL VS. ADDITIONAL PROJECTS?

The Council needs to deliver high-quality services and customer services to the local community across all our existing areas of work, which represents our “business as usual” activity. Business as usual activities include maintaining parks and open spaces, operating community facilities, delivering local events, operating our library and information service, maintaining assets, supporting local organisations through grants, and ensuring the effective day-to-day operation of the Council.

This Strategic Plan seeks to identify a number of new areas of strategic focus and direction over the

next five years, while recognising that pursuing too many new initiatives without additional staff capacity and financial resources would be a risky approach.

We do not want to overpromise and underdeliver, nor do we want to continue with business as usual alone. Important though that work is, it is equally important that we continue to grow and pursue new ambitions and aspirations for Redruth, informed in particular by the findings and views expressed in the recent residents’ survey.

Otherwise, we risk standing still.

WHAT DOES DEVOLUTION MEAN FOR REDRUTH?

Over the years, the Council has taken ownership of a number of assets and services from the principal authority, Cornwall Council, to be managed locally.

These include the Library and Information Service, the school crossing patrol service, St Rumon’s Gardens, East End Park, Redruth Community Centre, Strawberry Fields, and Gwealan Tops Adventure Playground, to name just a few.

In 2026, the Council is considering the transfer of Victoria Park, Trefusis Park, and Treskerby Park from Cornwall Council. This transfer of assets and responsibilities is known as devolution.

There are both opportunities and challenges associated with devolution. On the positive side, the transfer of these assets would strengthen

the Town Council’s growing asset base, ensure local management and maintenance, and create opportunities to enhance and expand the activities and facilities available within these parks for the benefit of the wider community.

However, devolution also brings additional responsibilities and costs. The ongoing maintenance and management of these sites would place further pressure on the Council’s budget. Additional grounds maintenance staff may be required, along with capital investment to address repairs and any backlog maintenance at each site.

The current position remains one of negotiation. Nevertheless, this example highlights why local decision-making is often a matter of balancing the benefits that can be delivered to the community against the costs of providing and maintaining services.

THE VOICE OF OUR RESIDENTS

REDRUTH RESIDENTS' SURVEY 2025

In 2025, Redruth Town Council undertook its largest-ever Residents' Survey, working with the University of Exeter's Institute of Cornish Studies to better understand the needs, priorities and aspirations of local people.

With over 1,000 responses, the survey provides a robust evidence base for the Strategic Plan and offers a clear picture of what residents value, the challenges they experience and where they would like to see change.

The findings highlight nine key priorities:

PRIDE OF PLACE: A POSITIVE NARRATIVE FOR THE TOWN

Residents generally have a positive view of Redruth, with 64% reporting that they are fairly or very satisfied with the town as a place to live. Heritage, culture, festivals and community spirit were frequently identified as strengths, with events such as Murdoch Day and the International Mining and Pasty Festival helping to reinforce local identity and pride. However, perceptions of the town centre are more mixed, with 37% stating that its appearance discourages them from visiting. The findings highlight an opportunity to build on Redruth's strengths whilst continuing to address visible issues that influence perceptions of the town.

ACCESS TO SERVICES

Access to services emerged as one of residents' highest priorities. Access to healthcare was rated as extremely important by 76% of respondents, whilst a significant number reported difficulties accessing GP services, mental health support and employment or training opportunities. Although many of these services fall outside the direct control of the Town Council, the findings highlight the importance of partnership working, advocacy and supporting residents to access available services.

ACCESSIBILITY AND INCLUSION

Accessibility concerns are evident throughout the survey findings. Almost half of respondents (47%) disagree that the town centre is easy for people with physical disabilities to navigate, whilst only 10% agree. Half of respondents also believe there are insufficient accessible toilets and baby-changing facilities. Families with young children, older people and those with disabilities identified barriers to accessing some facilities and services. These findings reinforce the importance of designing places, services and facilities that work for everyone.

SUPPORT FOR YOUNG PEOPLE

Residents place a high value on supporting young people, with 65% rating youth services and activities as extremely or very important. Perceptions of current provision are less positive, however. Nearly half of respondents disagree that the town centre is welcoming to young people, whilst 59% believe there are not enough safe places for them to gather. The survey highlights a strong desire for increased investment in youth activities, facilities and opportunities.

CLEARER COMMUNICATION AND INFORMATION

The survey reveals a significant gap between the services residents expect the Town Council to provide and those for which it is actually responsible. Seventy-one per cent of respondents do not feel well informed about the Council's work, whilst 86% incorrectly believe the Town Council manages the town centre. Similar misunderstandings exist across a range of local services and assets. Improving communication and public understanding will help create more realistic expectations and strengthen engagement with local decision-making.

SAFE STREETS AND COMMUNITY SAFETY

Community safety emerged as one of the most important issues facing residents. Safe streets were ranked alongside healthcare as a top priority, reflecting concerns about personal safety, anti-social behaviour and the condition of some public spaces. Feelings of safety influence how residents use the town centre, parks and community facilities, particularly in the evenings. The findings indicate that creating a safe and welcoming environment remains a key community priority.

A FOCUS ON THE TOWN CENTRE

The town centre remains central to residents' experience of Redruth, with two-thirds visiting at least weekly or monthly. However, concerns were raised about the range of shops, the appearance of the town centre, accessibility and the availability of facilities for families and young people. Whilst many residents continue to use the town centre regularly, the findings suggest they want to see further improvements that enhance its attractiveness, vitality and overall experience.

SUPPORT FOR VULNERABLE RESIDENTS

The survey paints a picture of a generally resilient community, but also highlights challenges facing some households. Financial pressures are affecting many residents, with a significant minority reporting that they spend more than they earn. Some respondents experience social isolation, whilst others report difficulties accessing health, mental health and support services. The findings highlight the importance of ensuring that vulnerable residents can access the support they need and are not left behind.

GREEN SPACES AND NATURE

Access to green spaces is highly valued, with 71% of respondents rating it as extremely or very important. Residents view parks, footpaths and natural spaces as important for recreation, wellbeing and quality of life. Whilst footpaths are well used, some parks and open spaces attract lower levels of use, suggesting opportunities to improve awareness, accessibility and activity within these spaces. The survey also identified strong support for maintaining and enhancing the natural environment.



WHAT YOU TOLD US...

1090

Redruth residents responded

HERE IS A SNAPSHOT OF THE MEAN HEADLINE FINDINGS OF REDRUTH'S 2025 RESIDENTS' SURVEY.

ETHNICITY

48% identify as **White British**

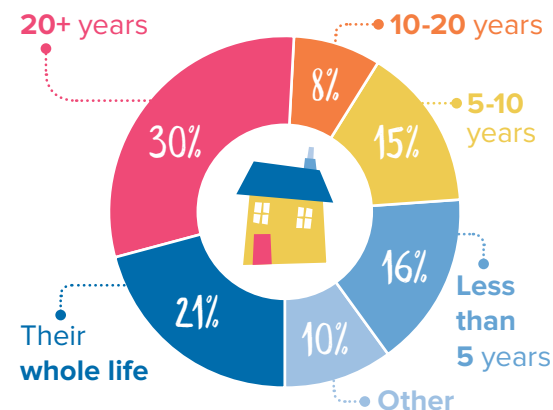
45% identify as **White Cornish**

INCOME

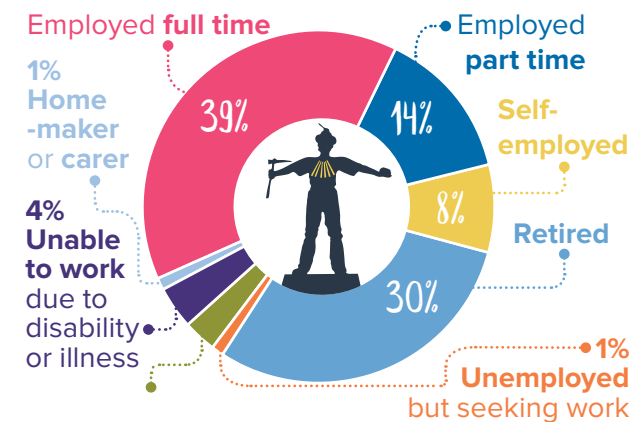
61% said their annual **income** is **under £40k**

28% earn **under £20k** per year

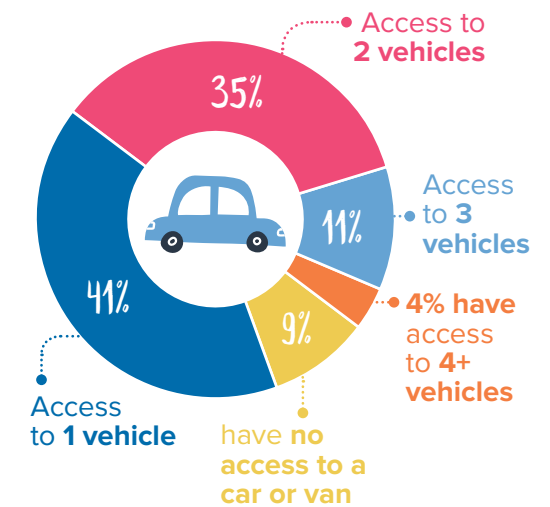
HOW LONG HAVE THEY LIVED IN REDRUTH?



WHAT'S THEIR ECONOMIC STATUS?



TRANSPORT



YOUNG PEOPLE

59%

of those who replied feel there **aren't enough safe spaces** for young people to gather in the town centre.

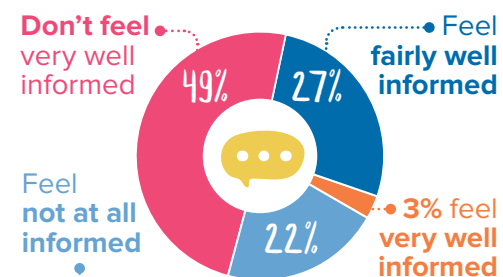
GREEN SPACES

73% said they or their family use local parks, paths or green spaces **frequently or often**.

71% said **easy access to green spaces** was very or extremely important to them.

COUNCIL COMMUNICATIONS

DO OUR RESIDENTS FEEL WELL INFORMED?



WHICH INFORMATION CHANNELS DO THEY USE?

- 30% Social media (Facebook etc)
- 27% Word of mouth
- 14% Our website
- 13% Redruth Record
- 6% Local newspapers
- 5% Discover Redruth website
- 4% Other sources

PARTICIPANT PRIORITIES

97% said that having **safe streets in Redruth** is **extremely or very important** to them.

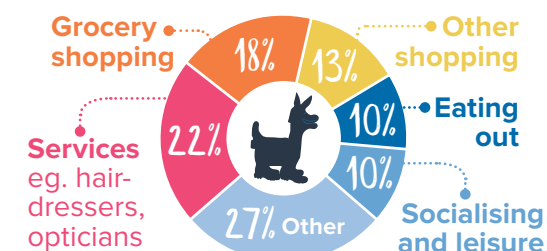
96% said that **access to local healthcare** is **extremely or very important** to them.

92% said a **healthy and clean local environment** is **extremely or very important** to them.

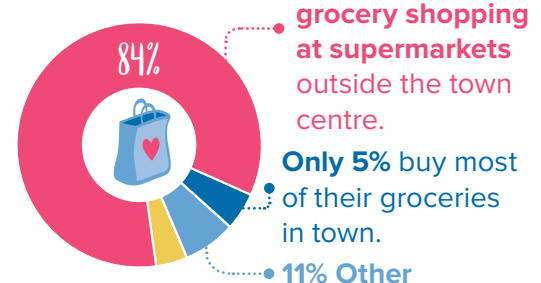
92% said that having **clean streets in Redruth** is **very or extremely important**.

EXPERIENCING AND USING THE TOWN CENTRE

VISITING



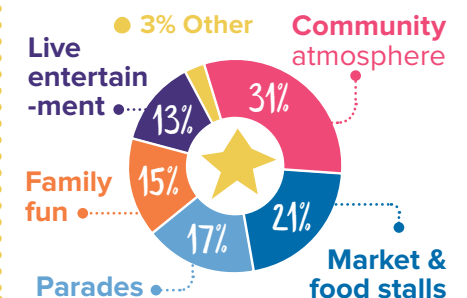
SHOPPING



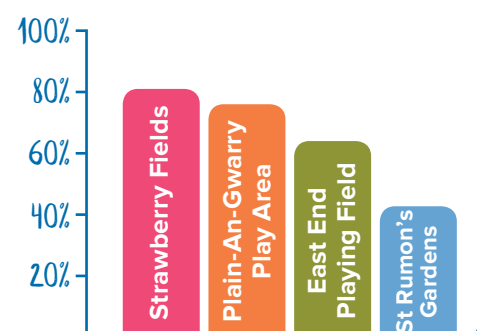
TIME TOGETHER

FESTIVALS AND CULTURE

WHAT GETS PEOPLE INVOLVED?



GREEN SPACES RESIDENTS DON'T EVER USE...

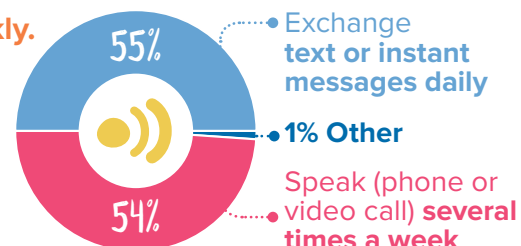


WELLBEING, CONNECTION AND SUPPORT

90% of respondents use the **internet** every day.

Just a few only use it weekly. Almost 0 don't access it at all.

DIGITAL CONNECTIONS



WHICH ARE OUR MOST ATTENDED FESTIVALS AND EVENTS?



94% of respondents said it was **extremely or very important** that Council-run festivals and events are free to attend.

DESK-BASED MEDIA REVIEW

The findings of the 2025 Residents’ Survey are consistent with many of the issues identified through previous consultations, strategies and regeneration studies undertaken over the last 25 years.

Young people and youth provision have been identified as a priority across several studies. The Redruth Vision and Investment Plan highlighted Redruth’s young people and Gwealan Tops Adventure Playground as strategic priorities, whilst the High Street Heritage Action Zone Evaluation identified Hideaway 77 Youth Café as an important community asset. Destination Redruth also reported concerns about a lack of activities and opportunities for young people.

Community assets and facilities continue to feature strongly within the evidence base. The Redruth Vision and Investment Plan highlighted opportunities to make better use of assets including East End Park, Redruth Community Centre and Gwealan Tops, whilst Destination Redruth recommended greater promotion and use of community venues and facilities.

Destination Redruth and The Marketing of Redruth reports emphasised the importance of festivals, events and cultural activity in shaping perceptions of the town.

A FINAL NOTE FROM OUR RESIDENTS’ SURVEY RE: SOCIAL ISOLATION

A small but important minority report very limited social contact. Among these, the most common reasons (55%) include lack of close relationships, or lack of proximity to friends and family; followed by health and/or financial issues.

Green spaces and the environment appear throughout previous studies. The Redruth Vision and Investment Plan proposed a Town Parks Trail and improved green infrastructure, whilst research undertaken by Hemingway Design identified support for increasing green spaces and environmental improvement.

Accessibility, safety and public realm improvements have also been repeatedly identified. The High Street Heritage Action Zone Evaluation highlighted the need for Changing Places provision, whilst Historic Characterisation for Regeneration and Destination Redruth identified opportunities to improve gateways, alleyways, wayfinding, lighting and perceptions of safety.

Town centre vitality remains a recurring issue. The Civic Trust Draft Strategy, Destination Redruth and Neighbourhood Development Plan all identified the need to strengthen the town centre through investment, reuse of buildings, support for businesses and improvements to the visitor experience.

These studies demonstrate that many of the priorities identified through the 2025 Residents’ Survey are long-standing issues and opportunities, providing a strong evidence base for the actions contained within this Strategic Plan.

PEOPLE

Redruth benefits from considerable community capacity. A diverse range of voluntary organisations, social enterprises, community groups and informal networks contribute to the life of the town and help address local challenges. This is supported by residents who care deeply about Redruth’s future and are willing to play an active role in shaping it. While views on local issues may differ, and siloed working is visible, there remains a strong sense of commitment to Redruth and its future. It is these social assets that are the foundational pillars of future development.

Economic pressures continue to affect many residents. Rising living costs, wider economic uncertainty and inequalities in income, health and opportunity present ongoing challenges for individuals, families and local organisations. Evidence suggests that social isolation remains a challenge for some residents, particularly those facing health, financial, or personal barriers to participation in community life. Across the UK, communities are facing increasing challenges linked to social cohesion, declining trust in institutions, and growing social divisions. In this context, strengthening community connections, encouraging participation, and supporting a sense of belonging are becoming increasingly important factors in local resilience and wellbeing.

PLACE

Redruth is a town with a strong sense of identity, significant cultural assets and a proud history. In recent years, it has benefited from investment in community facilities, public assets and parts of the town centre. Community spaces have been enhanced, cultural activity has grown and a number of regeneration projects have progressed. The town benefits from good transport connectivity and serves as an important centre for surrounding communities. As the population grows, its role as a service, employment and community hub is likely to become increasingly significant.

However, a number of challenges remain. The town centre continues to experience relatively high levels of vacancy, and several sites and properties detract from its appearance and vitality. Redruth is also entering a period of transition, shaped by recent investment, changing patterns of town centre use, potential asset devolution and evolving community needs.

While the full impact of recent investment is still emerging, there are encouraging signs of progress and renewed activity across the town.

NATURE

Climate change is likely to be one of the defining challenges of the coming decades. Its impacts are becoming increasingly visible through more frequent and severe weather events, rising pressure on infrastructure and public services, and growing risks to the natural environment. These changes have implications not only for the physical resilience of communities, but also for public health, local economies, and household costs. Alongside these challenges, access to high-quality green spaces, biodiversity, environmental quality and the wider natural landscape continue to make an important contribution to the health, wellbeing and quality of life of local residents. As pressures on the environment increase, protecting and enhancing the town’s natural assets will play an important role in supporting both community resilience and long-term sustainability.

LOOKING AHEAD

Redruth in 2026 is a town of contrasts. It is a place with significant strengths and opportunities, while also experiencing many of the economic, social and environmental pressures affecting communities across Cornwall and the wider UK. Our assessment suggests that Redruth’s future will depend not only on attracting significant investment and delivering physical improvements, but also on strengthening the capacity of the people, organisations and partnerships that contribute to the life of the town.

This understanding has informed the approach taken throughout this strategy. The emphasis has been on recognising existing strengths, supporting local capacity and building on what is already working, helping to ensure that future investment delivers lasting benefits for Redruth.

The success of this Strategy will depend on a number of factors, such as resources and strong and effective community leadership and governance, but what will make it come to life with real energy and zest, and go beyond its boundaries, is when there is collective support and community “buy in” through greater collaboration, innovation and commitment from all corners of our parish.

REDRUTH IN 2026

Redruth is a town with a proud history and a strong sense of place and identity, entering a period of both opportunity and challenge.

Investment, regeneration, and community action are helping to shape the future of the town, while wider economic, social, and environmental changes continue to influence daily life. This assessment provides a snapshot of Redruth today and the key factors that will shape its development over the lifetime of this strategy.

WHAT HAVE WE ALREADY DONE? (2024-2026)

Since 2024, Redruth Town Council has undertaken a significant programme of organisational development, service improvement and community investment. This work has focused on strengthening the Council's capacity to deliver for residents while building a clear understanding of local needs and priorities.

A key achievement during this period was the completion of a comprehensive Resident Survey, providing valuable insight into community priorities, service usage and areas for improvement. Together with ongoing stakeholder engagement, this evidence has informed the development of this Strategic Plan and will help shape future decision-making.

The Council has also worked to improve accessibility and inclusion across its services and facilities. An Accessibility Audit identified opportunities for improvement, leading to a programme of targeted actions. This work is being further supported through the launch of a new website, designed to improve accessibility and resident engagement.

Internally, the Council has strengthened governance and operational effectiveness through a comprehensive review of policies, procedures and organisational structures. Investment in additional staff capacity has enabled the Council to expand its work across all strategic priorities, including the introduction of dedicated Community and Business Liaison functions. Investment in Community Liaison has enabled us to greatly widen participation and knowledge of the community we serve.

Business Liaison has brought about new income from sponsorship which enables us to put less pressure on the precept and at the same time, build valuable new relationships. In addition, the Council successfully secured £312,319 in external funding, enabling further investment in local projects, services and community priorities.

Investment in CCTV infrastructure has enhanced community safety and strengthened the Council's asset base. Building on this capability, the Council successfully secured contracts to provide CCTV monitoring for three neighbouring councils, creating an additional income stream that supports investment in local services and community priorities.

Investment in Redruth Library and Information Services has strengthened and expanded its role as a hub for learning, community support and social activities. The expansion of the events and festivals programme has increased opportunities for community participation and helped strengthen town centre activity. The introduction of a £40,000 Youth Fund has provided new opportunities to support projects, activities and services for young people, reflecting the Council's commitment to investing in future generations.

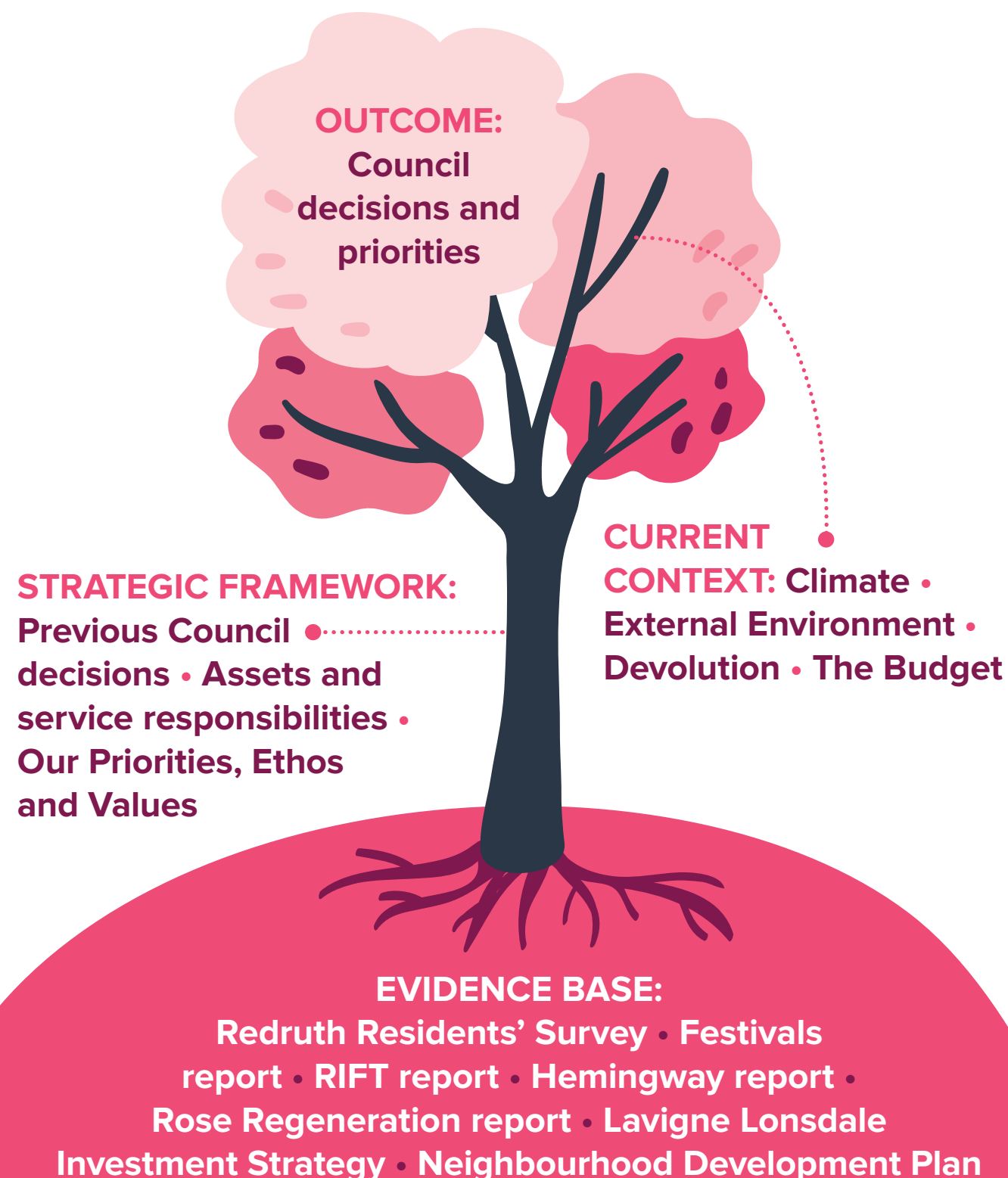
Overall, this period has established a stronger organisational foundation, enhanced key services and community assets, strengthened partnerships, and generated a valuable evidence base that will guide the Council's priorities and investment over the next five years.

BUILDING THE STRATEGIC PLAN



GROWTH ROOTED IN FIRM FOUNDATIONS

The Strategic Plan grows from a strong evidence base, is shaped by the Council's strategic framework, responds to current challenges and opportunities and informs future Council decisions and priorities.



THIS STRATEGIC PLAN

contains a mixture of actions that Redruth Town Council can deliver directly and actions that will require collaboration with partners. The distinction is important, as not all of the outcomes identified within this Plan fall within the Council's direct control.

RTC-LED ACTIONS

These actions sit within the Council's powers, responsibilities and resources. They will be delivered through existing services, staff capacity, Council assets, projects and programmes, and are areas where the Council can take a direct lead in planning, decision-making and delivery.

PARTNERSHIP-LED ACTIONS

These actions require collaboration with other organisations, including community groups, businesses, funding bodies, Cornwall Council, public sector agencies and third-sector partners. Whilst the Town Council will play an important role in championing, facilitating and supporting these priorities, delivery may depend on external funding, shared resources or decisions made by partner organisations.

By working closely with residents, partners and stakeholders, the Council will use this Strategic Plan to guide investment, inform decision-making and deliver meaningful improvements for the people, places and environment of Redruth over the next five years.

UNDERSTANDING THE ACTIONS

This Strategic Plan has been informed by a range of evidence sources, including the 2025 Residents' Survey, previous consultations and strategies, existing Council priorities, service responsibilities, financial considerations, asset ownership and emerging opportunities such as devolution.

By working closely with residents, partners and stakeholders, the Council will use this Strategic Plan to guide investment, inform decision-making and deliver meaningful improvements for the people, places and environment of Redruth over the next five years.



OUR STRATEGIC PRIORITIES

Our Strategic Priorities highlight the aspirations, challenges and opportunities that matter most to Redruth. The priorities that follow set out our focus over the next five years.

1. UNDERSTAND OUR COMMUNITY'S PRIORITIES

Enhancing involvement, connectivity and cohesion.

2. BE CLEAR ON OUR REMIT AND RESPONSIBILITIES

Inspiring trust and curiosity.

3. DEVELOP AND ENACT A CLEAR COMMUNICATION STRATEGY

An informed and empowered Parish.

4. ENHANCE THE MEMBER ROLE IN THE COMMUNITY

Enable the community to have a stronger voice, demonstrating strong leadership.

5. MAKE BEST USE OF COUNCIL RESOURCES AND ASSETS

Optimising service delivery, enhancing asset use.

6. WIDEN ACCESSIBILITY AND INCLUSION

Removing barriers and increasing equality of opportunity.

7. FOSTER AND DEVELOP MORE PARTNERSHIPS

Bringing additional resources into the town, through collaboration.

8. BE THE BEST POSSIBLE ADVOCATE FOR REDRUTH

Celebrating the identity of the town.

9. TAKE ACTION ON CLIMATE

Community resilience in the face of climate change.

10. PRIDE IN PLACE

To nurture a sense of belonging and civic pride.

OUR FRAMEWORK

Our Strategic Priorities provide the foundation for this Strategic Plan and describe how we will work, engage and deliver over the next five years. Together, they support effective governance, strong community leadership, partnership working, accessibility, sustainability and the responsible use of resources.

To translate these priorities into meaningful outcomes for the community, the Council has adopted the established People, Place and Nature framework.

Developed through previous consultation and engagement activity, this framework reflects the interconnected opportunities and challenges facing Redruth and provides a clear structure for planning, prioritising and delivering Council activity.

The priority areas identified under each theme have been mapped to the Council's Priorities. The colours shown alongside each priority area (see opposite) indicate which priorities they contribute to, demonstrating how individual activities support the Council's wider ambitions.

Many activities contribute to more than one priority, recognising that positive outcomes are often achieved through connected and complementary actions rather than through a single area of work.

Together, the People, Place and Nature framework and the Council's Priorities create a clear line between the evidence gathered, the needs and opportunities identified, and the actions the Council will take to support Redruth's future success.

READING THE PLAN

Our Strategic Plan is broken down into topics under each of the three framework headings - People, Place and Nature, like this:

Our individual projects are listed under their topic, and each one has an icon showing whether the project is...



At the end of each topic you will see which of our priorities the projects support, shown with coloured dots which correspond to the list on p.22 (opposite).

COMMUNITY COHESION

- R Resident Recognition**
Celebrate and promote local heroes, volunteers, and community champions.
- P Community Post Office**
Explore the establishment of a community based post office service.



FOR PEOPLE

Our ambition is to support a strong, connected and resilient community where residents feel safe, valued and able to play an active role in shaping the future of Redruth. Priority areas include:

COMMUNITY COHESION

- R Resident Engagement**
Develop and implement an inclusive resident engagement framework to gather community views, experiences, priorities, and concerns. Establish meaningful opportunities for residents to participate in local decision-making through consultation and community forums.
- R Resident Recognition**
Celebrate and promote local heroes, volunteers, and community champions.
- R Volunteer Directory**
Develop and maintain a comprehensive community volunteer directory.
- P Community Post Office**
Explore the establishment of a community based post office service.

PRIORITIES |   
  

KEY

-  Community Priorities
-  Remit and responsibilities
-  Communication strategy
-  Community role
-  Best use of assets
-  Accessability and inclusion
-  Developing partnerships
-  Advocate for Redruth
-  Climate action
-  Pride in Place

R Redruth Town Council led action

P Partnership led action

COMMUNITY LEADERSHIP

- R Communications Strategy**
Implement and embed the Council's Communications Strategy.
- R Advocacy Priorities**
Define and deliver a clear programme of advocacy priorities for Redruth.
- R Community Liaison Plan**
Develop and adopt a Community Liaison Plan to strengthen engagement with residents and stakeholders.
- R Councillors as Advocates**
Support Councillors to develop as effective community leaders and advocates. Deliver regular Councillor surgeries across all wards.
- R NALC Star Council Gold Award**
Achieve NALC Star Council Gold Award.
- P Redruth's Circular Economy**
Promote and support circular economy behaviour in the town.

PRIORITIES |   
 

COMMUNITY SAFETY

- R CCTV Coverage**
Extend CCTV coverage in key locations to support community safety and crime prevention.
- R ASB Caseworker**
Embed Anti-Social Behaviour Caseworker within local partnership arrangements.
- P Safeguarding Strategy**
Develop and implement a safeguarding strategy that supports and protects minority and vulnerable groups.
- P Safer Streets**
Deliver a safer streets programme, including targeted improvements to lighting and public safety infrastructure and improvement of the opeways.

PRIORITIES |   
 

COMMUNITY RESILIENCE

- R Emergency Planning**
Adopt a community emergency plan and support active participation from community organisations and volunteers.
- R Library as a Resilience Hub**
Continue to develop the library as a community resilience hub, providing support and services beyond its statutory functions.
- R Social Value: Our Library**
Design, develop and implement social value measurement and evaluation across all library services.
- P Sustainable Food Support**
Strengthen and secure the long-term sustainability of food support and resilience in Redruth.

PRIORITIES |   
 

YOUTH

- R Council Apprenticeships**
Launch a Redruth Town Council apprenticeship programme.
- R International Exchange**
Facilitate international exchange visit for the Youth Council with our Twinned Town.
- P Gwealan Tops**
Seek to secure the future of Gwealan Tops.
- P Youth Cafe**
Seek to secure the future of Redruth Youth Cafe.

PRIORITIES |   
 

FOR PLACE

Our ambition is to create a town that people are proud of, where heritage is celebrated, public spaces are welcoming and accessible, and the town centre continues to thrive as a focal point for community life.

Priority areas include:

HERITAGE AND CULTURE

- R Library Regeneration**
Enhance and regenerate library spaces to meet community needs.
- R Expanding our Festivals**
Expansion of the festival programme; embed Festival Changemakers, school liaison programme and festival evaluation as permanent models.
- P The Former Redruth Brewery site**
Seek to secure a meaningful future for the former Redruth Brewery site.

PRIORITIES | ● ● ● ●

PRIDE IN PLACE

- R Regenerate Key Town Centre Assets**
Regenerate key town centre assets, including The Chambers, The Clock Tower, Market Way and Redruth Community Centre.
- R Promote Local Achievements**
Embed positive storytelling and communications which promotes local success and achievements.
- P Town of Culture**
Develop a bid for Town of Culture status.

PRIORITIES | ● ● ● ● ● ●

KEY

- Community Priorities
- Remit and responsibilities
- Communication strategy
- Community role
- Best use of assets
- Accessibility and inclusion
- Developing partnerships
- Advocate for Redruth
- Climate action
- Pride in Place

R Redruth Town Council led action

P Partnership led action

ACCESSIBILITY

- R Expand Library Reach**
Expand Library outreach to improve access for residents and visitors.
- R Increase use of Council Spaces**
Increase opportunities for use and hire of Council spaces and assets.
- R Accessible and Inclusive Toilet Facilities**
Improve public toilet facilities to better support the needs of residents and visitors.
- R Play Equipment**
Invest in inclusive play equipment across all Council managed play areas.
- P New and Essential Services**
Develop partnerships that bring new and essentials services into the town.
- P Green Corridors**
Develop a green corridors trail to improve access to nature.

PRIORITIES | ● ● ● ● ● ●

PUBLIC REALM

- R East End Park Improvements**
Complete phase one of East End Park improvement programme, develop and implement phase two.
- R Improved Signage**
Improve gateway signage to strengthen the town's identity and visitor experience.
- R Improved Sports Facilities**
Scope and embed increased sports facilities across RTC assets.
- P Wayfinding and Lighting**
Develop and implement a comprehensive wayfinding and lighting strategy.
- P Co-ordinating Town Centre Management**
Establish a collaborative partnership approach to support coordinated town centre management.
- P Property Portfolio Feasibility**
Consider feasibility of acquiring High Street premises to create a property portfolio which will encourage regeneration while providing an eventual income stream for Redruth Town Council.

PRIORITIES | ● ● ● ● ● ●



FOR NATURE

Our ambition is to create a cleaner and greener town that people are proud of, where nature is protected and celebrated, green spaces are welcoming and accessible, and the local environment supports a healthy, sustainable community. Priority areas include:

CLIMATE

R Climate Action Plan

Develop, adopt and deliver a comprehensive climate action plan.

R Green Library Hub

Deliver a Green Library Hub that supports environmental education, action and community engagement.

P Promote Sustainable Choices

Promote and encourage environmentally responsible behaviours and sustainable lifestyle choices.

PRIORITIES |    

HEALTH AND WELLBEING

R Community Growing Spaces

Increase participation in community growing and expand planting initiatives that support health and wellbeing. Establish community growing spaces across council owned assets.

R Enhanced Allotment Sites

Enhance the usability and accessibility of allotment sites.

P Better Access to Green Spaces

Increase access to and use of parks, green spaces and natural environments.

PRIORITIES |    

KEY

-  Community Priorities
-  Remit and responsibilities
-  Communication strategy
-  Community role
-  Best use of assets

-  Accessibility and inclusion
-  Developing partnerships
-  Advocate for Redruth
-  Climate action
-  Pride in Place

 Redruth Town Council led action

 Partnership led action

SUSTAINABILITY

R Sustainable Events

Reduce waste and improve sustainability across Council events, assets, operations and festivals.

P Sustainable Business

Promote sustainable business practice through partnership working and local procurement.

P Extreme Weather Resilience

Explore and develop solutions that improve resilience to extreme weather, including water harvesting, sustainable drainage and landscape scale planting.

PRIORITIES |     

REFERENCES

Documents

- Lavigne Lonsdale, **Redruth Vision + Investment Plan: Executive Summary** (2004)
- Rose Regeneration, **Social Value Impact Assessment: Redruth High Street Heritage Action Zone** (2024)
- Rift Excursions Ltd, **Destination Redruth** (2022)
- Hemingway Design, **Redruth Place Brand and Values Research**
- Civic Trust Regeneration Unit, **Redruth: A Draft Strategy**
- The Marketing of Redruth**
- Redruth Neighbourhood Development Plan (2025)
- Redruth Corridor Master Plan
- Historic Characterisation for Regeneration: Redruth**

WHAT NEXT?

We hope you have enjoyed reading the Strategic Plan and have gained more understanding of what and why your Council will be focussing attention on, over the next five years.

We would warmly welcome engagement with you, so please do get in touch if you have ideas, comments or would like to know more.

CONTACT US:

Email: Admin@redruth-tc.gov.uk

Call: 01209 210 038

Visit: Redruth Town Council

Redruth Civic Centre
Alma Place, Redruth
TR15 2AT



Redruth Resident Survey 2025: Report

Appendices
Strategic Plan | 2026-31

PURPOSE OF REPORT

This report summarises the headline findings from a single resident survey, drawing together results from multiple themed question groupings within the same dataset. It provides Members with a clear summary of what residents say matters most, where current experiences fall short of expectations, and where views are mixed or uncertain. The report is intended for inclusion in public Full Council papers and focuses on the practical implications of residents’ responses, rather than detailed analysis of individual questions.

This report presents findings that are accurate to the best of our knowledge at the time of publication. While care has been taken to ensure the accuracy and consistency of the data and analysis, the findings are based on survey responses and data processing that may be subject to minor human or reporting errors. Any interpretations reflect the information available at the time this report was prepared.

SURVEY OVERVIEW

This section summarises the profile of survey participants who took part in the resident survey. In total, 1,090 survey responses were recieved, providing a strong and reliable evidence base for understanding resident views across Redruth. The profile information offers important context for interpreting the findings elsewhere in the report by describing who responded, their circumstances, and their connection to the local area.

Respondents demonstrate a strong longterm connection to Redruth. Just over half (51%) have lived in the town for more than 20 years or for their whole life, including 30% who have lived in Redruth for over 20 years and 21% who have lived there all their life. A further 18% have lived in the area for between 10 and 20 years. Shorterterm residents are also represented, with 15% having lived in Redruth for between 5 and 10 years and 16% for less than five years. Overall, this suggests that responses are weighted towards residents with deep local knowledge, while still reflecting a range of experiences.

The largest proportion of respondents are in paid employment, with 39% employed fulltime and 14% employed parttime. A further 8% are selfemployed. Retired residents account for 30% of respondents, indicating strong representation from older age groups. Smaller proportions report being students (3%), homemakers or carers (1%), unemployed (1% actively seeking work and 0% not currently seeking work), or unable to work due to disability or illness (4%). The profile therefore reflects a broad mix of workingage and retired residents.

Household income levels vary across the participant group. The most common income band is £20,000–£39,999 (33%), followed by incomes of less than £20,000 (28%). Around one fifth (21%) report household incomes of £40,000–£59,999, while 15% fall within the £60,000–£99,999 range. Only a small proportion (3%) report incomes of more than £100,000. This indicates that the survey includes an economic spread, but with a strong representation of lower and middleincome households.

Most respondents report access to at least one car or van. 41% have access to one vehicle and 35% to two vehicles, while 11% report access to three vehicles and 4% to four or more. A minority (9%) report having no access to a car or van. This suggests that while private vehicle access is common, a significant minority may rely on alternative transport options.

The respondent group is ethnically homogeneous, broadly reflecting the local population profile. Most participants identify as White British (48%) or White Cornish (45%), with only very small proportions identifying as other White ethnicities or from mixed or other ethnic backgrounds. Representation from Black, Asian or other minority ethnic groups is very limited.

Overall satisfaction with Redruth as a place to live is generally positive, though not without variation. Almost twothirds of respondents (64%) report being either fairly satisfied (50%) or very satisfied (14%). However, 20% report being fairly dissatisfied, and 16% feel neither satisfied nor dissatisfied. This indicates a broadly positive baseline view of the town alongside a notable minority with more mixed or negative perceptions.

PARTICIPANT PRIORITIES

This section reports on findings from the participant priorities question, which asked residents to rate how important a defined list of local issues are to them as residents of Redruth. The purpose of the question was to establish relative priorities, rather than to assess satisfaction with current provision or council performance.

Responses show a very clear hierarchy of priorities, with a small number of issues standing out as fundamental concerns for residents. Safe streets and access to health services emerge as the most strongly prioritised areas, with exceptionally high levels of importance attached to both. More than three quarters of respondents rate safe streets as extremely important (77%), with a further 20% describing it as very important. Similarly, access to health services is rated extremely important by 76% and very important by 20% of residents. In both cases, virtually no respondents rate these issues as of low importance, underlining their status as core expectations rather than discretionary concerns.

A second tier of priorities relates to the quality of the local environment and everyday conditions. A healthy and clean environment is rated extremely important by 56% of respondents and very important by 36%, while street cleanliness attracts similarly strong responses, with 49% rating it extremely important and 43% very important. Together, these findings indicate that residents place strong emphasis on visible, daytoday factors that directly affect wellbeing, safety and quality of life.

Other issues are also widely valued but attract less consistently high levels of priority. Business support and regeneration is rated extremely or very important by 69% of respondents, while youth services and activities receives the same combined rating from 66%. Easy access to green spaces is rated extremely or very important by 71%, indicating strong overall support, though with less intensity than the topranked concerns.

Lower down the priority hierarchy, but still important to many residents, are issues relating to community and amenity provision. Heritage and culture is rated extremely or very important by 57% of respondents, while local events and festivals receive the same level of importance from 55%. Public toilets are rated extremely or very important by 63%, but also attract a higher proportion of moderate or lowimportance ratings compared with higherranked items, suggesting more mixed views across the community.

Overall, the findings point to a strong consensus around a core set of priorities focused on safety, health access, environmental quality and cleanliness. Other areas, including regeneration, youth provision, green spaces, culture and events, are clearly valued, but are seen as secondary to the fundamentals of everyday living. This pattern does not indicate that lowerranked issues are unimportant, but rather that residents distinguish clearly between essential conditions that underpin quality of life and wider community amenities that enhance it.

TOWN CENTRE USE AND EXPERIENCE

This section summarises findings from questions exploring how residents use Redruth town centre, their reasons for visiting, their shopping habits, and perceptions of accessibility, facilities and overall experience. The focus is on patterns of use and perceived barriers, rather than satisfaction with specific services or businesses.

Responses show that the town centre continues to be a regular destination for many residents,

though frequency of use varies. Just over a third of respondents (36%) visit the town centre at least a few times a week, including 9% who visit daily and 27% who visit a few times a week. A further 30% visit weekly and 23% monthly, while 11% say they visit rarely or never. This suggests that while a core group uses the town centre frequently, a notable minority engage with it only occasionally or not at all.

Residents visit the town centre for a range of practical and social reasons. The most common purpose is appointments such as hairdressers or opticians (22%), followed by grocery shopping (18%) and nonfood shopping (13%). Visiting cafés or restaurants accounts for 10%, while socialising or meeting people and browsing or leisure activities are each cited by 10% of respondents. These findings suggest that the town centre is used more for everyday needs and services than as a leisured destination.

Grocery shopping patterns highlight the dominance of outoftown provision. A large majority of respondents (84%) report doing their main grocery shopping at supermarkets outside the town centre, such as Tesco or Lidl. Only 5% say they primarily shop for groceries in the town centre, while 7% shop online and 4% use other options. This indicates that the town centre currently plays a limited role in residents’ main food shopping habits.

Awareness of the Town Council’s role in relation to the town centre appears high, but reflects a widespread misconception. A large majority of respondents (86%) believe that the town centre is managed by Redruth Town Council, despite this not being the case. The remaining 14% do not identify the town centre as being managed by RTC, indicating some variation in understanding; however, overall the findings highlight a significant public misunderstanding around governance and management responsibilities for the town centre.

Perceptions of accessibility and inclusivity are mixed. Nearly half of respondents (47%) disagree that the town centre is easy for people with physical disabilities to navigate, while 43% feel neutral and only 10% agree. This suggests significant concerns or uncertainty about physical accessibility. For families with young children, views are more divided: 32% agree the town centre is accessible, 55% are neutral, and 13% disagree. However, a majority (54%) agree that there are not enough facilities for families with young children, compared with 8% who disagree.

Accessibility for other groups also raises concerns. Only 7% agree that the town centre is welcoming for teenagers and young people, while nearly half (47%) disagree and 46% are neutral. Half of respondents (50%) disagree that there are enough accessible toilets and babychanging facilities, compared with 15% who agree. In terms of accessibility for people with visual impairments, 26% agree that the design does not adequately meet such needs, while most respondents (65%) neither agree nor disagree, suggesting limited awareness rather than strong confidence.

Views on the town centre environment and layout reveal no clear consensus but notable tensions. More than a third (37%) agree that the unattractive appearance of the town centre discourages them from visiting, while 32% disagree and 31% are neutral. A strong majority (81%) disagree that there is a good range of shops, indicating widespread dissatisfaction with retail choice. By contrast, perceptions of wayfinding are more neutral, with 39% agreeing that signage is good, 49% neutral, and 12% disagreeing.

Noise and sensory overload appear to be a minor issue for most residents, with 63% disagreeing that they avoid the town centre because it is too noisy or overwhelming, compared with only 7% who agree.

Overall, the findings indicate that Redruth town centre remains an important but largely functioned space, used primarily for appointments, essential shopping and routine visits rather than leisure or social activity. While many residents continue to visit regularly, significant concerns exist around accessibility, facilities for families and young people, retail range and the overall physical environment. High levels of use therefore coexist with dissatisfaction and uncertainty, suggesting that engagement is often driven by necessity rather than choice. The results also highlight a widespread misunderstanding about governance, with most residents incorrectly assuming the town centre is managed by Redruth Town Council. Taken together, the findings point to the importance of both addressing physical and experiential barriers within the town centre and improving clarity around management and responsibility, in order to support more informed expectations and strengthen collaboration between relevant organisations.

YOUTH AND YOUNG PEOPLE

This section summarises findings from questions relating to youth and young people in Redruth, focusing on how strongly residents prioritise youth services, how welcoming the town centre is perceived to be for young people, and whether there are sufficient safe spaces for young people to gather. It also draws on wider usage data to provide context on engagement with activities for children and young people.

Responses indicate that youth services and activities are widely recognised as important, though they do not rank at the very top of resident priorities. Around twothirds of respondents (65%) rate youth services as either extremely important (31%) or very important (34%). A further 19% consider them moderately important, while 16% rate them as only slightly important or not important at all. This suggests broad support for youth provision, but with variation in intensity across the community.

Perceptions of how welcoming the town centre is for teenagers and young people are predominantly negative or uncertain. Nearly half of respondents (48%) disagree that the town centre is welcoming for young people, while 45% neither agree nor disagree. Only 7% agree with the statement. This indicates a lack of confidence that the town centre currently meets the needs or expectations of teenagers and young adults, even among those who may not feel strongly negative.

Concerns about the availability of safe spaces for young people are particularly pronounced. A clear majority (59%) agree that there are not enough safe places for young people to gather in the town centre. A further 33% are neutral, while only 8% disagree. This points to a strong perception of unmet need for informal, safe and accessible spaces for young people, rather than a divided or marginal concern.

Contextual survey data on service use reinforces this picture. Only 13% of respondents report having used activities for young people and children in the past 12 months, compared with much higher usage of services such as health services (52%) and advice or supportbased provision.

Taken together, the findings suggest that while youth services are clearly valued in principle, residents perceive gaps in how well spaces and services for young people are currently provided, particularly in the town centre. The combination of moderate prioritisation, low reported usage, and strong concern about safe gathering spaces points to issues of availability, accessibility and suitability, rather than lack of recognition of importance. Overall, the results highlight opportunities to strengthen youthfocused provision and improve how young people are accommodated within shared public spaces.

WELLBEING CONNECTION AND SUPPORT

This section summarises findings from the wellbeing questions, which explored residents’ digital access and use, social connection, perceived support networks, volunteering, access to services, and financial pressures. Together, these questions provide insight into everyday wellbeing and resilience within the community.

Overall, the findings present a picture of a community that is largely digitally connected and socially active, but with significant variation in social contact, service access and financial security.

Internet access is very high among respondents. The vast majority (90%) report accessing the internet

daily or more than once a day, with only very small proportions accessing it weekly or less, and almost no respondents reporting no access at all. Most residents use the internet for personal and work purposes (61%) for only personal puposes (38%), while a very small minority use it for work only or not at all. This suggests that digital exclusion is limited within the respondent group, though it may remain relevant for specific individuals.

Most residents report regular contact with friends and family, though the form and frequency of contact varies. Over twothirds of respondents meet friends or family at least once a week (68%),

including 35% who meet several times a week and 11% who do so daily. Digital forms of connection are also widely used: a majority exchange text or instant messages daily (55%), and over half speak via phone or video calls at least several times a week (54%).

However, a small but important minority report very limited inperson contact. Among those who never meet friends or family, the most common reasons relate to lack of close relationships or proximity (around 55%), followed by healthrelated barriers and time or financial constraints. This highlights that social isolation exists for some residents, even in a generally wellconnected community.

Perceptions of support are generally positive. A large majority of respondents (89%) agree that if they needed help, there are people who would be there for them, including 55% who definitely agree. Only a small minority express disagreement. This suggests strong informal support networks for most residents, despite pockets of isolation.

Formal civic participation is relatively limited. Only 33% of respondents report having volunteered in the past 12 months, while 67% have not. Among those who do not volunteer, the most commonly cited barriers are lack of time, work and caring responsibilities, and health or disabilityrelated limitations. This indicates that low volunteering rates are driven more by capacity and personal

circumstances than by lack of interest.

Health services are the most widely used local services, with threequarters (75%) of respondents reporting use in the past year. Other forms of support are used by smaller proportions, including mental health support (14%), social spaces and community meetups (29%), and advice on money or benefits (8%). Use of activities for young people and children is relatively low (11%).

A notable number of residents report difficulty accessing services, particularly health services, mental health support, and help finding work or training, suggesting that demand exceeds ease of access in these areas.

Financial circumstances vary widely. Around half of respondents report that their household spending is about the same as their income, while a significant minority report spending more than their income. Among those overspending, the most common coping strategies include using savings, cutting back on other spending, and using credit cards, with smaller numbers borrowing from others or delaying bill payments. Direct use of resource banks remains low, with only 8% reporting use in the past 12 months, indicating that acute material deprivation affects a minority, but financial strain is more widespread.

AWARENESS AND USE OF REDRUTH TOWN COUNCIL ASSETS

This section summarises findings on residents’ awareness and use of Redruth Town Council (RTC) assets and services, examining how frequently different facilities are used and how clearly residents understand which services are managed by the Town Council. The purpose of these questions was to explore practical interaction with councilmanaged assets, rather than satisfaction or service quality, and to identify areas where public understanding of responsibility may not align with actual management arrangements.

Some RTCmanaged assets are used very regularly by residents, yet their association with the Town Council is not always widely recognised. Conversely, some places and services that are not managed by RTC are widely believed to be so, indicating a degree of misunderstanding around governance and responsibility.

This suggests that while green space as a general concept is valued, individual sites tend to serve more specific groups within the community.

Use of community buildings and civic services is also relatively limited. The Redruth Community Centre is never used by 55% of respondents, and the Civic Centre by 70%, indicating that these facilities support particular activities or groups rather than widespread everyday use. Engagement with administrative or governancerelated services is particularly low, with 93% of respondents reporting that they have never used the RTC Grant Scheme.

Patterns of awareness vary considerably by asset. Awareness is strongest for highly visible or clearly identifiable RTCmanaged facilities. Redruth Library and Information Centre and the Civic Centre are correctly identified as councilmanaged by 86% of respondents, while East End Playing Field is recognised by 84%, and St Rumon’s Gardens and PlainAnGwarry Play Area by 78%. In contrast, 86% of residents believe that Redruth town centre is managed by the Town Council, despite it not being an RTCmanaged asset. This highlights a significant and widespread misunderstanding about the Council’s role in relation to the town centre.

Awareness is notably weaker for several frequently used or infrastructurebased services. Only 57% of residents recognise footpaths as managed by Redruth Town Council, despite their very high levels of use. Awareness is even lower for bus shelters, with just 37% correctly identifying council responsibility, and for Gwealan Tops, where responses are split almost evenly (48% yes, 52% no), despite it not being managed by Redruth Town

Council. Waste services also show low clarity, with 35% of respondents incorrectly believing they are managed by Redruth Town Council, when responsibility in fact sits with Cornwall Council.

Public amenities present a mixed picture. Public toilets in the Market Hall are recognised as councilmanaged by 72% of respondents, and those at New Cut car park by 73%, although actual usage is relatively low, with 45% and 62% respectively saying they never use them. The Redruth Record newsletter is recognised as councilmanaged by 77%, yet 66% of respondents report never using it, indicating high awareness but limited engagement.

Taken together, the findings highlight a consistent pattern: use does not automatically translate into accurate awareness of council responsibility. Residents engage most with assets embedded in everyday movement and routine—such as footpaths, car parks and the town centre—but may either fail to recognise RTC responsibility where it exists or assume it where it does not. Conversely, assets that are clearly branded or institutionally defined are more likely to be correctly associated with the Town Council, even when usage is low.

Overall, the evidence points to opportunities to strengthen public understanding of the Town Council’s actual role and responsibilities, particularly in areas where there is significant public use or strong perceptions of council involvement. Improving clarity through communication, signage and explanation of governance arrangements could help reduce misunderstanding, support informed public expectations, and strengthen understanding of the scope and limits of RTC activity.

COMMUNICATION

This set of questions explored how informed residents feel about the decisions and activities of the Town Council, the sources they use to access information, and whether direct engagement improves understanding. The questions focused on perceived awareness and access to information rather than satisfaction with communication.

Overall, responses indicate that most residents do not currently feel well informed about the Town Council’s work. A clear majority (71%) report feeling either not at all informed (22%) or not very well informed (49%). Just over a quarter (27%) say they feel fairly well informed, while only a very small minority (3%) feel very well informed.

Residents use a wide range of sources to find out about the Town Council. Social media (Facebook, Instagram or LinkedIn) is the most commonly used channel, selected by 30% of respondents. This is followed by word of mouth through friends, neighbours and community groups (27%). Other sources reach smaller proportions of residents, including the Town Council website (14%), the Redruth Record (13%), local newspapers (6%), Discover Redruth website (5%), and attendance at Council meetings (2%). A further 4% reported using other sources.

A separate question examined the impact of attending a Council meeting. Among those who have attended, three quarters (75%) report feeling more informed afterwards, compared with 25% who did not feel more informed. This suggests that direct engagement is effective for those who take part, despite involving a relatively limited proportion of residents overall.

Taken together, the findings suggest that communication challenges relate primarily to reach, clarity and consistency, rather than a lack of available information or digital access. Awareness levels vary significantly across the community, highlighting opportunities to strengthen how information is shared and to better support residents in understanding the Council’s role and activities.

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FESTIVALS AND CULTURE

This set of questions explored how residents engage with festivals and cultural activity in practice, rather than asking them to prioritise these issues or evaluate their performance. Residents were asked which local festivals or events they attend, their reasons for attending, and how frequently they and their families use cultural spaces such as museums, arts venues and historic sites.

Responses indicate that engagement with local festivals is uneven across the population. Attendance varies significantly by event. The most commonly attended event is Murdoch Day (24%), followed by International Mining and Pasty Festival (19%) and St Piran’s Day (17%). Redruth in Lights (17%) also attracts a notable share of residents. Smaller proportions attend Victoria Park Fun Day (8%) or the Remembrance Sunday Parade (8%), while 7% report that they do not usually attend any of the listed local festivals or events.

Where residents do attend festivals, motivations are strongly social and communityorientated. The most frequently cited reason for participation is the community atmosphere (31%), followed by market stalls and food vendors (21%) and the parades (17%). Familyfocused reasons, such as attending for children or family, account for 15% of responses, while live entertainment is cited by 13%. Only a small proportion (3%) selected other reasons. Overall, this suggests that festivals are valued primarily as shared, social experiences rather than for single attractions.

A separate question tested views on whether councilrun festivals should be free to attend. This produced a strong and consistent response: 73% of residents say it is extremely important that events are free, with a further 21% saying it is quite important. Only 6% express neutrality or low importance, and virtually no respondents consider free access unimportant. This highlights free entry as a key condition for participation, rather than an added benefit.

Use of cultural spaces beyond festivals is reported as occasional rather than routine for most residents. Just 10% say they visit cultural venues very frequently (weekly or more), and 27% report attending often (around once a month). The largest proportions visit occasionally (34%) or rarely (28%), indicating that while cultural spaces are used by many residents, regular participation forms part of everyday life for only a minority.

Overall, the findings highlight festivals and cultural activity as accessible, communityfocused experiences, shaped largely by opportunity, awareness and affordability rather than by formal prioritisation. The emphasis of responses is on participation and access, rather than satisfaction, quality or impact, pointing to the importance of maintaining broad access and visibility across different groups within the community.

GREEN SPACES

This set of questions explored how residents use local green spaces in practice, how important access to these spaces is to them, and how individual parks, play areas and footpaths are used and understood within the community. Questions also examined perceptions of accessibility for different groups and awareness of the Town Council’s role in managing these spaces.

Overall, responses show that use of green spaces is high, with a strong pattern of regular engagement. More than half of respondents (55%) say they or their family use local parks, walking paths or green spaces very frequently (weekly or more), while a further 18% use them often (around once a month). Smaller proportions report using them occasionally (13%) or rarely (14%). This indicates that green spaces form a routine part of everyday life for a majority of residents.

Residents place a high value on access to green spaces. More than seven in ten respondents (71%) rate easy access as either extremely important (37%) or very important (34%). A further 19% consider it moderately important, with only a small minority (10%) rating it as of slight or no importance. This suggests broad agreement that green space access is a core local issue rather than a marginal concern.

Patterns of use vary considerably between individual sites. Footpaths are the most frequently used asset, with 30% of respondents saying they use them very often and 29% often, meaning nearly six in ten residents use footpaths on a regular basis. In contrast, usage of some specific sites is much lower. For example, Strawberry Fields is never used by 81% of respondents, PlainAnGwarry Play Area by 76%, and East End Playing Field by 64%. St Rumon’s Gardens shows more mixed usage, with 32% using it at least sometimes, but 42% reporting they never use it. These patterns suggest that while green spaces overall are well used, individual sites serve very different segments of the population.

Awareness of which green spaces are managed by Redruth Town Council is inconsistent. Most residents correctly identify council responsibility for East End Playing Field (85%), St Rumon’s Gardens (78%), PlainAnGwarry Play Area (78%), and Strawberry Fields (74%). However, awareness is lower for footpaths, with only 57% recognising these as councilmanaged. This indicates partial understanding of the Council’s role, particularly for spaces that feel more informal or dispersed.

Perceptions of accessibility suggest a mixed but generally moderate picture. Accessibility for people with physical disabilities is most commonly rated as fair (48%) or good (32%), though 16% rate it as poor or very poor. For people with sensory impairments, a majority also select fair (55%), with fewer rating accessibility as good (19%) or excellent (1%). Accessibility for families with young children receives more positive ratings, with 40% saying good and 8% excellent, though 12% still rate it as poor or very poor. Overall, these findings point to reasonable baseline accessibility, but with clear room for improvement, particularly for disabled users.

Taken together, the findings show that green spaces are widely valued and heavily used, particularly walking routes and paths, but that usage and impact differ markedly between sites. While access to green spaces is clearly important to residents, awareness of management responsibilities and perceptions of accessibility are uneven. This suggests opportunities to improve communication about individual sites, clarify the Council’s role, and address barriers that limit use by specific groups, particularly disabled residents.

KEY CONSIDERATIONS FOR MEMBERS

The findings set out in this report present several crosscutting considerations for Members, particularly in relation to expectations, governance clarity and the alignment between resident priorities and the Town Council’s role.

First, residents place strong and consistent emphasis on safety, access to health services, environmental quality and cleanliness as fundamental to quality of life. While not all of these sit within the direct control of the Town Council, they shape how residents assess their local area and highlight the importance of partnership working, influence and advocacy alongside direct service delivery.

Secondly, across multiple themes there is evidence of widespread misunderstanding about governance and management responsibilities, most notably in relation to the town centre. Residents frequently associate highly visible or heavily used places with the Town Council regardless of actual responsibility. This has implications for public expectations, accountability and how residents interpret Council action or inaction.

Thirdly, the town centre emerges as a highuse but constrained space, with frequent visits driven

primarily by necessity rather than choice. Concerns around accessibility, inclusivity, facilities for families and young people, retail range and physical environment limit its broader appeal. While the Town Council does not manage the town centre, these perceptions affect how residents view the Council’s role locally and underline the importance of clear communication and collaborative working with relevant partners.

Fourthly, youth provision and wellbeing present a pattern of strong support in principle but weaker confidence in current spaces and opportunities, particularly in shared public environments. Perceptions of limited safe spaces and limited welcome for younger people suggest the potential value of targeted, placebased approaches where the Council has influence or delivery responsibility.

Finally, although the community is largely digitally connected and supported by informal social networks, the findings also highlight uneven access to services, time pressures, financial strain and social isolation for some residents. These factors provide important background context for understanding demand, engagement and participation across all service areas.

CONCLUSION

This report brings together headline findings from a single resident survey to provide Members with a clear, evidencebased picture of what matters most to residents, how they experience their local area, and where expectations and understanding do not always align with current arrangements. The results reflect a community that is strongly connected to Redruth, values everyday safety and environmental quality, and makes regular use of local places and services, but also one where access, inclusion, clarity of responsibility and confidence in shared spaces remain uneven.

Across the themes, a consistent message emerges: high levels of use or importance do not necessarily translate into satisfaction, understanding or positive experience. In particular, misunderstandings about

governance—especially in relation to the town centre and other nonRTC services—highlight the need for clearer communication about the Town Council’s role, alongside realistic expectations of what it can and cannot deliver directly.

Taken as a whole, the findings provide a robust foundation for reflection, discussion and partnership working. They support the value of focusing not only on service delivery, but also on visibility, clarity, collaboration and inclusion. While the survey does not prescribe solutions, it offers clear insight into where residents’ concerns, priorities and uncertainties lie, and where the Town Council may wish to concentrate its influence, communication and leadership role in responding to the needs of the community.

PURPOSE OF THIS EVIDENCE REVIEW

This document provides an evidence base to support the development of Redruth Town Council’s Strategic Plan. It draws together findings from a range of studies, consultations, masterplans, evaluations and regeneration strategies undertaken over approximately the last 20 to 30 years. Collectively, these documents represent a substantial body of research into the opportunities, challenges and aspirations for Redruth and its communities.

The review has been undertaken to identify recurring themes, assess their continued relevance and consider how previous recommendations align with the Council’s current priorities and responsibilities. Whilst the documents were produced at different times and for different purposes, many highlight consistent ambitions for Redruth’s future, including youth provision, town centre regeneration, heritage-led development, cultural activity, environmental improvement, community capacity and civic identity.

The Strategic Plan has not been developed in isolation. It builds upon the extensive work already undertaken by residents, community organisations, businesses, public bodies and other stakeholders. This review seeks to ensure that previous investment in research and engagement continues to inform future decision-making.

Where relevant, observations have been included regarding evidence gaps or areas that may benefit from further consideration. These are intended to identify opportunities for additional evidence, updated understanding or future investigation rather than to critique individual reports.

Taken collectively, the evidence demonstrates a high degree of consistency in the aspirations expressed for Redruth over time. The themes identified through this review have informed the priorities, objectives and actions contained within the Strategic Plan.

Redruth Vision + Investment Plan: Executive Summary, Lavigne Lonsdale 2004

In 2024, Lavigne Lonsdale published the Redruth Vision and Investment Plan, which was informed by consultation with local stakeholders and members of the public. The process included sessions facilitated by Hemingway Design to explore Redruth’s unique identity and define the core values that distinguish the town. **The Masterplan was structured around three overarching themes:**

- For People
- For Place
- For Nature

The conclusion was that Redruth had three core values;

- Distinctly Cornish
- Resourceful and Regenerative
- Sparking Ideas

Strategic Relevance

The Masterplan identified several priorities that remain relevant to the Town Council and its partners today.

Areas where the Town Council can play a direct role include:

- East End Park
- Gwealan Tops Adventure Playground
- Supporting Redruth’s young people
- Redruth Community Centre

Areas requiring advocacy, partnership working and wider investment include:

- Public realm and highway improvements
- The future redevelopment of the Redruth Brewery site

The report also identified several themes that continue to hold strategic significance:

- Development of the Town Parks Trail and wider green infrastructure to support nature recovery and wellbeing.

- Improvements to wayfinding, lighting and signage, alongside advocacy for highway improvements.
- Sustainable youth provision, including support for key facilities such as Gwealan Tops and Hideaway 77.
- Town centre management and collaborative approaches to supporting the high street, including shopfront improvements.
- Capacity building and inclusion through support for organisations such as the Town Team and Cultural Consortium, alongside continued development of community resilience initiatives including the Community Area Partnership and Emergency Plan.

Evidence Gaps and Limitations

Whilst comprehensive in scope, the Masterplan did not specifically consider several areas that are operational priorities for the Town Council, including:

- The Clocktower
- The Chambers
- Redruth Library and Information Service
- The future development and enhancement of festivals and events

Social Value Impact Assessment: Redruth High Street Heritage Action Zone, Rose Regeneration, 2024

The Social Value Impact Assessment of the Redruth High Street Heritage Action Zone (HSHAZ) provides evidence of the wider social, cultural and economic impacts arising from HSHAZ investment and identifies several areas that continue to hold strategic significance for Redruth.

Strategic Relevance

The Social Value Impact Assessment of the Redruth HSHZA provides evidence of the wider social, cultural and economic impacts arising from HSHAZ investment and identifies several areas that continue to hold strategic significance for Redruth.

Key findings of ongoing relevance include:

- The continued value of the Hemingway Design work in establishing and promoting Redruth’s core values and place identity.
- The role of cultural assets, including the Buttermarket, Murdoch House and The Ladder, in strengthening Redruth’s cultural offer and supporting wider festival, events and regeneration objectives.

- The success of the Redruth Unlimited grant programme in stimulating further investment and supporting community-led activity, with links to the Town Council’s ongoing grant programmes.
- The strategic importance of improving gateways and arrival points to the town, a challenge that remains relevant today.
- The legacy and future potential of the Cultural Consortium in supporting creativity, partnership working and future investment opportunities.
- The contribution of building improvement grants in supporting town centre regeneration and investment in the historic environment.
- Continued evidence of need for accessible infrastructure, including Changing Places toilet provision.
- The positive impact of youth provision and engagement initiatives, including recognition of Hideaway 77 as an important community asset.

Evidence Gaps and Limitations

- Whilst the evaluation provides a useful assessment of the outcomes of the HSHAZ programme, several areas appear to warrant further consideration:
- Limited consideration is given to projects or initiatives that have subsequently ceased operating or experienced challenges in achieving long-term sustainability.
- The report provides limited discussion of the continuing challenges facing the town’s retail core and the extent of intervention that may still be required to support regeneration.
- Limited analysis is provided regarding evidence that HSHAZ investment alone may not have delivered the scale of high street transformation originally envisaged, highlighting an area for further investigation and learning.
- The evaluation does not appear to consider long-term exit planning, legacy arrangements or sustainability beyond the lifetime of the programme.

Destination Redruth, Rift Excursions LTD, 2022

The Destination Redruth report, produced by Rift Excursions Ltd in 2022, gathered feedback on Redruth’s cultural offer through consultation, engagement and auditing activity. The findings provide valuable insight into perceptions of the town’s cultural assets, visitor experience and community priorities

Strategic Relevance

- Strong support for Redruth’s programme of festivals and events, alongside opportunities to strengthen branding, visibility and promotion.
- Recognition that the town centre’s daytime offer, particularly in relation to hospitality, leisure and venue availability, remains limited.
- The need to improve the visibility and effectiveness of the Town Council and Discover Redruth websites as communication and promotional tools.
- A strong message that investment should focus on people, ideas and community activity alongside investment in physical infrastructure.
- A perception that additional activities and opportunities are needed for young people.
- Concerns regarding poorly overlooked streets and alleyways, particularly in relation to perceptions of safety and accessibility for vulnerable people and young people.
- Support for greater involvement of young people in shaping and leading cultural events and activities.
- Better utilisation of community venues and assets to support cultural programming and participation.
- Improved promotion of venues and community assets, including spaces such as St Rumon’s Gardens.

Evidence Gaps and Limitations

- Whilst the report provides a valuable snapshot of community views and perceptions, several limitations should be noted:
- Limited demographic analysis is provided, making it difficult to assess how representative the consultation findings are across different sections of the community.
- Long-term interventions or delivery mechanisms are identified.
- Some findings reference perceptions of decision-making, influence and barriers to participation, but provide limited detail regarding the individuals, organisations or structures being referred to. Additional investigation may therefore be required to better understand these concerns.
- This is very much the style I’d use for the whole appendix: short introductory sentence, strategic relevance, evidence gaps and limitations. It reads professionally and keeps the focus on what the Strategic Plan can learn from the report rather than simply summarising it.

A Place Brand for Redruth, Hemingway Design and CT Consults, 2024

Another report by Hemingway Design, 5 focused on developing a brand and core values for Redruth and was led by the designer Wayne Hemingway of Hemingway Design. The sessions he delivered were designed to be thought provoking and challenging and provided the opportunity for Redruth to tell its story and uniqueness/ distinctiveness.

Strategic Relevance

- The brand of a place is the mental image that people hold about Redruth.
- Successful towns are known for something they can hang their hat on.
- The research showed that the closer the relationship people have with Redruth, the more positive they felt about it as a place.
- People over 75 yrs were least concerned with Redruth responding to the climate emergency which highlights a need to raise stronger awareness in that demographic.
- The local supply chain and increasing the number of green spaces were dominant themes for action.
- The community spirit and heritage were ranked highly as aspects of Redruth they loved.
- Three dominant themes about what people would like to change in Redruth were shops, restaurants and empty units, with feeling safer and a clean up coming next as priorities.
- Words people most associated with Redruth were Community, Hometown, Mining and School which highlights where the pride of place has a strong interplay.
- People would most like Redruth to be like or learn from Truro and Falmouth.
- The conclusion was that the three brand core values for Redruth are; Distinctively Cornish, Sparking Ideas and Resourceful and Regenerative.

Evidence Gaps and Limitations

- The “how” Redruth can go about rebranding itself and aligning all it does with the three core values.
- Ideas on how the town council and wider town can work more in partnership with stakeholders to help foster “buy in” to the core values of the brand and action plan collaboratively so that the values can be “lived” in practice.

Redruth, Draft Strategy, Civic Trust
Regeneration Unit, C.2000

This strategy set out a long-term vision for the prosperity of Redruth through a programme of 28 actions to be delivered by a range of local stakeholders and partner organisations. Since its publication, many of the proposed actions have been successfully implemented, including the development of Kresen Kernow, the Buttermarket, town festivals, town centre tree planting, refurbishment of the Brewery Leat, outdoor markets, the adoption of the Neighbourhood Development Plan and the establishment of the Town Team. The report is therefore notable both for what has been achieved and for identifying aspirations that remain relevant today.

Strategic Relevance

Several recommendations contained within the strategy continue to hold strategic significance for Redruth:

- Strengthening physical connections between Redruth and the surrounding Mineral Tramways network.
- Developing Redruth as a distinctive specialist shopping destination.
- Protecting and retaining historic buildings within the town centre.
- Improving the alleyways and secondary routes connected to Fore Street.
- Exploring the provision of a small business centre within the town centre to support enterprise and economic growth.
- Pursuing opportunities for affordable housing, including the conversion and reuse of upper-floor spaces within the town centre.
- Securing external funding and government support to enable regeneration and investment projects.

Evidence Gaps and Limitations

Whilst the strategy presents a clear vision and a range of ambitious actions, several areas would benefit from further detail:

Limited information is provided regarding mechanisms for attracting inward investment and increasing confidence in vacant property redevelopment.

The strategy does not identify a lead organisation with overall responsibility for coordinating delivery, relying instead on multiple partners with differing capacities and resources.

Limited detail is provided regarding potential funding sources or delivery mechanisms to support implementation of the proposed actions

The Marketing of Redruth, Acorn
Marketing, 2003

This report examined the visitor experience in Redruth and explored opportunities to strengthen community engagement, enhance the town’s appearance and develop activities that would encourage greater participation and visitation. The report placed particular emphasis on involving young people, improving the public realm and establishing a stronger programme of events and activities to promote the town.

Strategic Relevance

Several recommendations contained within the report remain relevant to Redruth’s future development:

- Encouraging greater involvement of young people in civic life and providing opportunities for them to contribute to the promotion and marketing of the town.
- Using public art, including murals, to improve neglected areas and enhance the town’s visual appearance.
- Improving the character and attractiveness of alleyways and lanes through environmental enhancements and public realm improvements.
- Building upon flagship events, including Murdoch Day, to strengthen community participation and the town’s cultural identity.
- Supporting initiatives such as Redruth in Bloom to improve civic pride and challenge negative perceptions of the town.
- Strengthening the Town Council’s digital presence and exploring opportunities to use online platforms to support local businesses and economic activity.

Evidence Gaps and Limitations

Whilst the report contains a wide range of creative ideas and proposals, limited detail is provided regarding implementation and delivery.

Redruth Neighbourhood Development
Plan 2010 – 2030, 2025

The Neighbourhood Development Plan (NDP), 8 has many references that are of strategic significance, almost too many to mention however of note are the following.

Strategic Relevance

The quality, diversity and rich architectural detail of the buildings is associated to the town’s former wealth and financial centre of Cornish mining. Many of the buildings are in a poor state of disrepair and there is a need to reshape the economy of the town centre and reinvest in the town’s heritage and historic fabric.

Redruth Corridor/Tremenva Resrudh,
Kerrier District Council, 2008

A masterplan project that scoped opportunities to improve arrival and access routes into Redruth.

Strategic Relevance

The importance of heritage led regeneration of Redruth and why that matters to people.

The importance of aligning the industrial social history wit the UNESCO World Heritage Site status which was designated in 2006.

The wealth and volume of assets that are intrinsically linked to the town’s past success, which is motivational.

The report Historic Characterisation
for Regeneration: Redruth 10

This report summarises the assets of the built environment of Redruth, particularly focusing on the buildings, architectural features and detail, streetscape and areas of character for expansion or development.

Strategic Relevance

- The commercial shrinkage of the town is noted.
- The town’s potential for redefining itself and improving its cultural image is a strong theme identified in the report.
- Suggested USP for Redruth is as a centre for Arts, Craft and Culture.
- The need to “asset” the town’s historic significance through marketing effort is a key theme.
- Enhancing gateways and approaches still relevant today.
- Reintegration of Lower and Upper Fore Street to enable commercial continuation still a prevailing issue.
- Creation of an urban focal point around St Andrews church, such as a green public open space.

REDRUTH TOWN COUNCIL

REPORT FOR: Meeting of Full Council on Monday 26th October 2026

SUBJECT OF REPORT: Town Clerk's Report

SUMMARY OF IMPLICATIONS

- | | | |
|----|-----------|-----|
| a. | Policy | Yes |
| b. | Financial | Yes |
| c. | Legal | Yes |

1.0 TERMS OF REFERENCE

To report on progress during the period.

2.0 REPORT

2.1 Below is a table of actions on existing and new items, some of which were reported in the last Full Council meeting and the progress that has been made since the last Full Council meeting in September 2026.

Agenda Item number:	Issue:	Action taken by Town Clerk or / for decision:
Existing item	Devolution of Victoria Park and Trefusis Park	As Members are aware, the Cornwall Council Officer responsible for Devolution attended the last Council meeting and was asked to provide various pieces of information (see answers received below). Details of the specialist equipment that was part of the Green Infrastructure for Growth (GI4G) schemes on the parks and confirmation that if the devolution was to go ahead, this would be transferred to the Town Council. <i>The equipment supports management on a wide range of locations across Cornwall and therefore is needed to service a variety of sites. No equipment is specific to Redruth and therefore available to be transferred as part of the devolution proposal.</i> Confirmation of the maintenance period on the GI4G sites – was it for 15 years after taking the parks on through devolution? <i>The relevant team have indicated that the management following the project is for 15 years. This started from 1st Jan 2019 and is scheduled to conclude on the 31st December 2034 i.e. a little over 8 years remaining.</i> The appetite to include the devolution of car parks to Redruth TC to help offset the need the Council will have to replace capital items such as basketball court/ play equipment. <i>The Council is not proposing to include a car park in this package of open spaces as it would not provide a</i>

		<i>financially balanced proposal and therefore is not likely to be supported. The Council has tried to offset some of the capital costs to the TC with an offer of capital funding. This offer of funding is subject to internal governance decisions, pending feedback from the TC on its desire to proceed (or not). Please note, you may have already read, that additional spend control processes are now in effect in the Council for spend at this level and therefore additional steps to seek governance approval are now required.</i> Confirmation if Cornwall Council have in fact used or not used glyphosate on its assets since Redruth TC's successful petition which was presented to Cornwall Council to eradicate the use of glyphosate. <i>The Environment service have provided the following info: With regards to CC Environment assets, we can advise that there has been no change from existing policy, which is under a controlled use where this is no alternative e.g. Japanese knotweed treatment or where pernicious weed growth risks significantly de-stabilising a structure.</i> • Confirmation of the date when the pathways will be completed at Treskerby. <i>A team will be starting next week on the path at Treskerby. Two weeks of work are anticipated, to allow for the logistics of getting the material delivered and into the site.</i>
New item	Anti-social Behaviour	I am meeting the new Anti -Social Behaviour Case worker on 29 October and meeting her line manager on 28 October. Her name is Melanie Young and she will have a patrolling function around the town. It would be helpful if Members could let me know what kinds of management information you would like the ASB Caseworker we are financially supporting, to report against. For example; • Number of cases being worked on per month • Breakdown of monthly themes of casework
Existing item	Communications Strategy and new website	Tom Brown has started as our new Communications Manager and the new website is on course to be launched at the Annual Town Meeting on 12 November at Kresen Kernow.

		The Communications Strategy will come to Full Council in December following additional work on the library branding and assets during November.
New item	Annual Town Meeting date	A reminder to share details with your networks of this forthcoming event will take place on 12 th November at Kresen Kernow from 6.30-8.30pm – all are welcome.
New Item	SLCC National Conference	I attended the national Society of Local Council Clerks national conference which was very informative and insightful. Please see my attached report on this, which I hope will give a good snapshot of the topics covered and the areas of interest which are having a renewed focus nationally.
New item	Data Protection training for Councillors	It is important that all Councillors attend the scheduled Data Protection training that is taking place on 4 November at the Civic Centre at 5-7pm. We must evidence that all Councillors have undertaken Data Protection training for our new audit.
New item	National Government Funding	It was recently announced that there will soon be a new Derelict Buildings fund which we can bid into.

3.0 RECOMMENDATIONS

To note and accept the report of the Town Clerk.

SUMMARY OF IMPLICATIONS

a.	Policy	Yes
b.	Financial	Yes
c.	Legal	Yes

1.0 TERMS OF REFERENCE

To report on the recent SLCC (Society of Local Council Clerks) National Conference, which I attended on 12-14th October 2026.

2.0 REPORT

2.1 Overall, the annual conference was very informative and insightful. It was attended by just over 200 Clerks/Deputy Clerks from across the UK. For context, there are now 10,000 Town and Parish Councils and we are one of only 2,000 which have signed the Civility and Respect Pledge, which is interesting.

2.2 The Conference included an exhibition of organisations who could support the sector, such as play equipment providers, legal firms, Asset Management system providers (including Civic.ly), financial management system providers, Insurance brokers, Trade Unions, Communications companies, Christmas light companies, training companies, IT providers etc. I brought back some useful prospective supplier contacts for specialist composting toilets, vandal proof public toilets and new play equipment ideas for Plein an Gwarry to name a few.

2.3 The conference comprised a mixture of talks, workshops on specific topics and networking sessions with other Council Clerks. The opening address was a motivational speaker who focused on resilience and the closing address was from a gold Paralympian who had overcome extreme adversity and had developed the mindset to look forwards not backwards. Overall, the quality of speakers was excellent and they were very inspiring.

2.4 Useful statistics/ Quotes: Many of the speakers gave useful statistics to highlight their points, so I am going to summarise these in relation to different themed areas of interest that may be pertinent to Redruth Town Council.

High Street Vitality

- The high street void rate nationally is 13.5%, with 1 in 8 units sitting empty.
- 28% of retail now happens online, with the weekly online spend being £2.6 billion.
- Local Markets can be a great source of economic uplift, it is estimated that markets contribute between 15-27% uplift in footfall in towns.
- Markets are seen as active civic assets which need strengthening and more support.

Community

- 3.8 million adults in the UK feel lonely.
- The more digitally connected people feel, can lead to feelings of physical disconnection.
- At a neighbourhood level, the interest in preventing loneliness is high, however the investment in this area by principal authorities is low.

Governance

- It was widely acknowledged that principal authorities are withdrawing services at a growing rate. This seems to be countrywide.
- Most principal authorities spend 90% of their budget on adult social care.
- National Government is attempting to rewire the Town & Parish Council sector with principal authorities.

Behaviour and Conduct

- A growing number of Clerks reporting isolation and bullying by Councillors, leading to too many leaving this professional sector, this was cited as a
- Lack of tools to deal with standards and behaviour, a feeling that the Code of Conduct sanctions have no teeth to address persistent issues
- NALC and SLCC are lobbying for the re-introduction of a bill to bring back the Standards Board which would enable Councillors who breach the Code of Conduct to be disqualified, not just sanctioned or censored.
- The themes of building resilience and strength was brought up again as key themes for Council staffing teams.

2.5 Workshops

I attended a variety of workshops throughout the conference on the following topics, which were highly useful.

- Martyn's Law, delivered by the SIA – we will need to register the Redruth Community Centre when the SIA (Security Industry Authority) opens the notification process in the Spring, as it is a venue which can hold a capacity of over 200 people across the site.
- Charitable Trusts, which was delivered by a leading lawyer on the subject, which is very relevant to the Trewirgie Charitable Trust.
- Code of Conduct compliance run by a Monitoring Officer from a principal authority.

3.0 RECOMMENDATIONS

To note and accept the report of the Town Clerk.

Payment Report
Redruth Town Council
For the period 22 September 2026 to 19 October 2026

Full Council Meeting: 26 October 2026

Date	Description	Payment inc VAT		
Credit card				
02 Oct 2026	Lloyds Credit Card	£	3.00	Monthly Bank Fee
08 Oct 2026	Mailchimp	£	42.52	Subscription
Total Credit card		£	45.52	
Current Account				
21 Sep 2026	Cows and Sows	£	7,584.00	Hanging basket maintenance from July - November
22 Sep 2026	Safepoint	£	71.76	Lone Worker security plan
23 Sep 2026	Spotify	£	17.99	Subscriptions
23 Sep 2026	Royal Mail	£	258.86	Stamps for resale in Library
23 Sep 2026	Xero (UK) Ltd	£	46.80	Accounting Software
25 Sep 2026	Vodafone	£	115.70	Mobile phones
25 Sep 2026	British Gas 604218451 Civic Gas	£	28.94	Gas civic centre
25 Sep 2026	Jaimie Cantera	£	570.00	Performance Mining & Pasty festival
25 Sep 2026	Hedluev and Passman	£	400.00	Performance Mining & Pasty festival
25 Sep 2026	Trev A Sten	£	90.00	Performance Mining & Pasty festival
25 Sep 2026	Hotch Potch	£	600.00	Performance Mining & Pasty festival
25 Sep 2026	RGB Building Supplies	£	15.54	Facilities yard materials
25 Sep 2026	Elaine Foster-Gandey	£	1,833.30	Consultancy Mining & Pasty festival
25 Sep 2026	Adam Sweet	£	480.00	Performance Mining & Pasty festival
25 Sep 2026	ARM Environments Group Ltd	£	1,473.60	Testing for mould - Chambers
25 Sep 2026	David Matthew	£	150.00	Performance Mining & Pasty festival
25 Sep 2026	Kewbanda	£	150.00	Performance Mining & Pasty festival
25 Sep 2026	Truro Tractors	£	1,160.40	Brush Cutter maintenance
25 Sep 2026	Ellis Event Power Services Ltd	£	512.40	Equipment hire Mining & Pasty festival
25 Sep 2026	Karen Da Silva	£	250.00	Festival changemaker's fee
25 Sep 2026	James Warner	£	250.00	Festival changemaker's fee
25 Sep 2026	Sparkle Bubble Fun	£	390.00	Event activity Mining & Pasty festival
25 Sep 2026	Source 4 Business 5044354501	£	292.62	Water bill civic centre
25 Sep 2026	The Redruth Festival Band	£	200.00	Performance Mining & Pasty festival
25 Sep 2026	Corserv Solutions Ltd t/a Cormac Solutions	£	1,847.39	Vehicle lease Facilities team
25 Sep 2026	J Karla D'Arcy	£	250.00	Festival changemaker's fee
25 Sep 2026	Coffee Pot Enterprises Ltd	£	340.00	Consultancy fees - asset management
25 Sep 2026	Devon Toilet Hire - Pal Rental Ltd	£	330.00	Equipment hire - youth festival
25 Sep 2026	Radius Concrete Specialist	£	3,300.00	Clean and reseal skate park
25 Sep 2026	W H Darby UK Ltd	£	681.60	Consort regalia
25 Sep 2026	Cornwall Electrical Contractors Ltd	£	30.00	Maintenance of building civic centre
25 Sep 2026	Holman-Climax Male Voice Choir	£	150.00	Performance Mining & Pasty festival
25 Sep 2026	Dr Lesley Trotter	£	65.00	Event activity Mining & Pasty festival

25 Sep 2026	Matt Martin	£	300.00	Event activity Mining & Pasty festival
25 Sep 2026	Redruth Community Centre	£	130.00	Hall hire Mining & Pasty festival
25 Sep 2026	The Artroom	£	250.00	Event activity Mining & Pasty festival
25 Sep 2026	S J Andrew and Sons Ltd	£	27.58	Tools & small items - asset management
25 Sep 2026	Laura Wheeler	£	250.00	Festival changemaker's fee
25 Sep 2026	1st Personnel Training	£	360.00	Staff training
25 Sep 2026	Fox Security & Training Ltd	£	453.60	CCTV cover staff
25 Sep 2026	Bagas Crowd	£	100.00	Performance Mining & Pasty festival
25 Sep 2026	Penhaligons Friends	£	303.75	Charity money raised
25 Sep 2026	Chris Hailey	£	250.00	Festival changemaker's fee
25 Sep 2026	P J D Martin	£	275.40	Maintenance & testing plumbing
25 Sep 2026	Office Smart	£	381.29	Stationery
25 Sep 2026	Macsavors	£	209.27	Tools and small items Facilities team
25 Sep 2026	Concorde Group	£	902.16	Temporary Staff - Admin
28 Sep 2026	UK Fuels Limited	£	177.87	Fuel for facilities vehicles
28 Sep 2026	Health Assured	£	109.99	Employee Assistance Programme
28 Sep 2026	Creative Kernow Ltd	£	42.00	Print Advert in Cornwall 365 What's On Guide
29 Sep 2026	British Gas 604218351 Market Hall	£	249.50	Electricity Market Hall
29 Sep 2026	British Gas 604218558 New Cut	£	35.87	Electricity New Cut
29 Sep 2026	British Gas 604218559 5MW	£	62.58	Electricity 5 MW
29 Sep 2026	British Gas 604218561 Public Mural	£	23.61	Electricity Public Mural
29 Sep 2026	British Gas 604218582 St Rumons	£	17.22	Electricity St Rumons
29 Sep 2026	British Gas 604218586 Elec Chambers	£	541.46	Electricity Chambers
29 Sep 2026	Staff Wages	£	70,391.04	Staff Wages September 2026
30 Sep 2026	Acronyms Limited DD	£	3,071.90	IT Support, MS Office software, CCTV leased line
30 Sep 2026	Unity Trust Bank	£	5.80	Manual credit handling charge
30 Sep 2026	Unity Trust Bank	£	34.00	Service charges to 31 August 2026
01 Oct 2026	Cornwall Council 800297361	£	917.00	Business rates - Chambers
01 Oct 2026	Cornwall Council 803069656	£	219.00	Business rates - 5 & 6 Market way
01 Oct 2026	Cornwall Council 802804557	£	239.00	Business rates - Facilities Yard
01 Oct 2026	Cornwall Council 802772285	£	3,036.00	Business rates - Civic Centre
01 Oct 2026	Cornwall Council 802658743	£	165.00	Business rates - Market Hall
01 Oct 2026	South West Water 10721248 St Rumons	£	12.94	Water St Rumons
05 Oct 2026	Biffa R39515*1*1 MW	£	589.44	Waste collection Market Way
05 Oct 2026	Hewlett Packard DD	£	276.63	Tablets lease - October 2026
05 Oct 2026	Meta Platforms	£	21.35	Advertising
05 Oct 2026	Biffa	£	377.51	Waste collection Civic Centre
06 Oct 2026	Indeed	£	373.04	Job advertising
06 Oct 2026	British Gas 604218587 Chambers Gas	£	148.64	Gas Chambers
09 Oct 2026	Grammarly	£	120.00	Subscription
09 Oct 2026	Cornwall Electrical Contractors Ltd	£	15,991.80	Christmas Lights - electrical works, equipment hire, Cornwall Council licence and traffic mgt
09 Oct 2026	DJ Bailey	£	50.00	Performance Youth Festival
09 Oct 2026	Vision ICT Ltd	£	73.31	Webhosting
09 Oct 2026	Trader Publications SW Ltd	£	150.00	Marketing - Redruth in Lights
09 Oct 2026	Stephens Scown LLP	£	2,100.00	Legal Fees - Clock Tower
09 Oct 2026	Starboard Systems Limited	£	489.60	Subscriptions

09 Oct 2026	South West Hygiene	£	130.66	Dust mats and sanitary bins - Civic Centre
09 Oct 2026	Source 4 Business 2147244101	£	205.68	Water & Sewage - Chambers
09 Oct 2026	Sam Bradbury Art	£	90.00	Library event
09 Oct 2026	Red River Singers	£	100.00	Performance Mining & Pasty festival
09 Oct 2026	Online Playgrounds	£	18.00	Replacement chain - Plain n Gwarry
09 Oct 2026	National Library of Scotland	£	15.00	Staff training
09 Oct 2026	Krowji	£	183.75	Rent Facilities Yard
09 Oct 2026	Kernow Training Ltd	£	200.00	Staff Training
09 Oct 2026	Fair Meadow Redruth Limited	£	1,200.00	Staff parking
09 Oct 2026	D A Giles Ltd	£	34,722.71	East End playground new path - to be recouped via S106
09 Oct 2026	Cornwall Lifeskills	£	65.00	Staff training First Aid at Work
09 Oct 2026	Cornwall Council	£	96.00	Advertising
09 Oct 2026	Cobweb Tours	£	500.00	Performance Mining & Pasty festival
09 Oct 2026	Cabin Fever Audio	£	600.00	Equipment hire Mining & Pasty festival
09 Oct 2026	C Applegarth Cleaning Services	£	25.00	Window cleaning
09 Oct 2026	Aquam Water Services Ltd	£	222.06	Standpipe Hire Charges - Civic Centre
09 Oct 2026	Amy Bee Webb	£	343.75	Activity Library
09 Oct 2026	Alliance Tool Hire (South West)	£	1,103.24	Dehumidifier Market Way
09 Oct 2026	Alice Mahoney	£	250.00	Festival changemaker's fee
09 Oct 2026	Bunzl Cleaning & Hygiene Supplies	£	506.43	Cleaning Supplies
09 Oct 2026	Fox Security & Training Ltd	£	993.60	CCTV cover staff
09 Oct 2026	MacSalvors	£	246.50	Tools and small items asset management
09 Oct 2026	Office Smart	£	165.73	Stationery
09 Oct 2026	Scientific Services	£	660.00	Monthly legionella testing
09 Oct 2026	Staff Expenses	£	31.00	Eye test
12 Oct 2026	Acronyms Limited DD	£	355.52	IT Support
12 Oct 2026	UK Fuels Limited	£	7.20	Fuel for facilities vehicles
13 Oct 2026	British Gas 604218583 3MW	£	42.64	Electricity 3 MW
13 Oct 2026	British Gas 604218585 6MW	£	20.66	Electricity 6 MW
13 Oct 2026	Macmillan Cancer Support	£	82.47	Donations paid to charity
15 Oct 2026	Opie Oils - DD	£	54.88	Equipment fuel
16 Oct 2026	British Gas 604218448 7MW	£	21.58	Electricity 7 MW
16 Oct 2026	Cornwall Pension Fund	£	22,781.56	Staff Pension contributions September
16 Oct 2026	Control Print Limited	£	871.00	Redruth Record Printing
16 Oct 2026	PPL PRS Ltd	£	452.40	Music licence for Library
16 Oct 2026	BDO LLP	£	3,024.00	Audit fee - 2025/26
16 Oct 2026	Kernow Training Ltd	£	650.00	Staff Training - chainsaw
16 Oct 2026	Source 4 Business 5044354501	£	313.16	Water rates - Civic Centre
16 Oct 2026	Bunzl Cleaning & Hygiene Supplies	£	19.02	Cleaning supplies for Civic Centre
16 Oct 2026	Paperwise	£	36.00	Confidential shredding
16 Oct 2026	GuestSafe Ltd	£	195.00	Staff training - safety at events
16 Oct 2026	MacSalvors	£	45.65	Supplies for asset management
16 Oct 2026	Trinity Fire & Security Systems	£	309.39	Maintenance and testing - fire safety systems
16 Oct 2026	Fox Security & Training Ltd	£	550.80	CCTV cover staff
16 Oct 2026	Relyon Guarding and Security Services Ltd	£	139.20	Security Market Way
16 Oct 2026	Source 4 Business 5019325201	£	15.28	Water rates - Raymond Road Allotments

16 Oct 2026	Emma Kemp	£	700.00	Staff training - Resilience
16 Oct 2026	Annie Kitto	£	2,100.00	Cleaning of public toilets
16 Oct 2026	Cornwall Electrical Contractors Ltd	£	1,722.60	Site notice and licence for work Christmas Lights
16 Oct 2026	Office Smart	£	81.07	Stationery
16 Oct 2026	PLAN.COM DD ACCOUN	£	1,287.02	Mobiles phones contract September 2026

Total Current Account	206,794.26
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Petty Cash

22 Sep 2026	Iceland	£	6.25	Tea
23 Sep 2026	Jims	£	16.14	Drill bits, knife and blades
23 Sep 2026	Iceland	£	20.45	Coffe, tea and sugar
24 Sep 2026	Poundland	£	4.00	Paint brush set and sealant
01 Oct 2026	Tesco	£	19.95	Pizza party for Reading Challenge volunteers
01 Oct 2026	Moganojax	£	127.95	Pizza party for Reading Challenge volunteers
01 Oct 2026	Toolstation	£	28.58	Graffiti remover
06 Oct 2026	Co-Op	£	12.00	Coffee
13 Oct 2026	Poundland	£	3.00	Batteries
15 Oct 2026	Iceland	£	1.20	Sugar
16 Oct 2026	Iceland	£	6.50	Coffee

Total Petty Cash	246.02
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