

**Consumer Panel
Members' Handbook
March 2020**

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Section 1: The Role of Phone-Paid Services Authority

1.1 About Phone-paid Services Authority

Phone-paid Services Authority (PSA) is the UK regulator for content, goods and services charged to a phone bill. We act in the interests of consumers. Phone-paid services are the goods and services that can be bought by charging the cost to the phone bill or pre-pay account. They include charity donations by text, music streaming, broadcast competitions, directory enquiries, voting on TV talent shows and in-app purchases. In law, phone-paid services are referred to as premium rate services (PRS).

What we do

We build consumer trust in phone-paid services and ensure they are well-served through supporting a healthy market that is innovative and competitive. We do this by:

- establishing standards for the phone-paid services industry
- verifying and supervising organisations and services operating in the market
- gathering intelligence about the market and individual services
- engaging closely with all stakeholders
- enforcing our Code of Practice
- delivering organisational excellence

Our Values:

To deliver the best consumer protection and maximise how we further their interests, we need to behave in the right way. We are committed in all we do as an organisation to the following values:

Right Touch

- Fair and Proportionate
- Aware of the bigger picture

Collaborative

- Open
- Decisive

Value for Money

- Effective and productive
- Professional

1.2 Regulatory Responsibilities

The regulatory function of the PSA is to supervise the content, promotion and operation of premium rate services primarily by drawing up and enforcing a Code of Practice ('the Code').

The 14th edition of the Code focuses on the underlying outcomes of consumer protection to achieve a regulatory regime that gives both greater clarity and more flexibility to providers of premium rate services. This involves the following principal tasks:

1. Setting and maintaining outcomes/standards and, as appropriate, requirements for the content, promotion and marketing and provision of premium rate services, and keeping these standards under review.
2. Monitoring premium rate services to ensure compliance with these standards.
3. Consulting widely with interested parties before changing these standards.
4. Providing a system for adjudications and administering a system for the payment of claims for compensation for unauthorised use of live services.
5. Investigating and adjudicating upon complaints relating to the content, promotion and marketing of premium rate services, which may include the imposition of sanctions upon providers or network operators.
6. Issuing directions, either generally or to individual providers of premium rate services, including network operators, to procure compliance with the Code and/or to secure enforcement of its provisions.
7. Determining any categories of premium rate services which may only be provided on the basis of compliance with Special Conditions (or the grant of a specific prior permission from PSA).
8. Keeping such categories and conditions under review, and receiving, considering and determining applications for prior permission.

In addition, the PSA publishes reports on its work at regular intervals, and commissions research in support of policy and regulatory development.

The PSA operates in accordance with the principles of good regulation promoted by the Government. Namely:

transparency; accountability; targeting; consistency; and proportionality.

1.3 Scope of the Code – Legal Framework

The regulatory powers of the PSA derive from the Communications Act 2003 ('the Act'), specifically sections 120-124 dealing with the regulation of premium rate services. The Act

provides Ofcom with the power to approve a Code for the purposes of regulating premium rate services and Ofcom has approved the PSA Code under Section 121 of the Act. Certain providers of PRS are obliged, pursuant to the PRS condition ('the Condition') set by Ofcom under the Act and Section 120(3) (a) of the Act, to comply with directions given by PSA in accordance with its Code of Practice for the purpose of enforcing its provisions. The Condition set by Ofcom applies to controlled premium rate services, the definition of which is contained within Part Five of the Code.

PSA regulates through the imposition of responsibilities on providers of premium rate services. Three categories of providers are defined in the Code under Part Five: essentially these are Network operators, Level 1 providers (who form part of a premium rate value-chain) and Level 2 providers (the end provider of the service). A provider of premium rate services may fall within more than one of these categories.

Through the Code, the PSA requires clear and accurate pricing information and honest advertising and service content. It can also require services deemed to be high risk to comply with Special Conditions set out in an Annex to the Code and has the power to require prior permission for certain service categories. The PSA has the power to impose sanctions for any breach of its Code by the person/body providing or facilitating the provision of a PRS.

Under section 6 of the Human Rights Act 1998, there is a duty on PSA (as a public authority) to ensure that it does not act in a way that is incompatible with the European Convention on Human Rights ("the Convention"). Article 6 of the Convention provides for the right to a fair trial, which does not occur at Code Adjudication Panel Tribunal hearings where the respondent is not present. That is a function of the non-adversarial adjudicatory process. However, respondents have the right to an oral hearing, and to further appeal and these procedures ensure that Article 6 of the Convention is complied with.

Article 10 of the Convention provides for the right to freedom of expression. It encompasses the right to "impart information and ideas" and also the right to "receive information and ideas without interference by public authority". Such rights may only be restricted if the restrictions are "*prescribed in law and necessary in a democratic society, in the interests of national security, territorial integrity or public safety, for the prevention of disorder or crime, for the protection of health and morals, for the protection of the reputation or rights of others, for preventing the disclosure of information received in confidence or for maintaining the authority and impartiality of the judiciary*" (Article 10(2) of the Convention).

PSA must exercise its duty in light of these rights and not interfere with the exercise of these rights in premium rate services unless it is satisfied that the restrictions it seeks to apply are required by law and necessary in order to achieve a legitimate aim.

The Code of Practice (14th edition)

The current Code is principles based and adopts the Ofcom requirement for a registration database as a central element of industry due diligence.

The Code is underpinned by the Supporting Procedures which are available on our website. PSA is currently developing the 15th edition of the Code of Practice with planned implementation in 2021.

1.4 Relationship with Ofcom

Ofcom is the statutory regulator responsible for regulating the UK communications market. The Communications Act 2003, which conferred functions on Ofcom, makes provision for the regulation of premium rate services (PRS) as set out under s120-124 of the Act.

The PSA is responsible for the exercise of regulatory, governance and operational functions in respect of the application and enforcement of the Code. Save where PSA refers a person's failure to comply with a direction to Ofcom, Ofcom has no role in relation to the application and enforcement of the Code. However, Ofcom has the powers set out in the Communications Act and may, amongst other things, withdraw its approval from the Code in accordance with section 121 of the 2003 Act.

The PSA's relationship with Ofcom is governed by a Memorandum of Understanding (MoU). The most recent version, agreed in March 2015, can be found on the website under the publication scheme.

Ofcom and the PSA have, for the purposes of managing the relationship between their organisations in accordance with the relevant statutory provisions and as set out in the MoU, agreed the following arrangements:

- A senior Ofcom officer, "the Sponsor", will be appointed and acts as an interface between the two organisations. The Sponsor is entitled to attend PSA Board meetings as an observer. The PSA will provide information reasonably required by the Sponsor.
- The PSA will consult with Ofcom on the decisions the PSA proposes to make in relation to the recruitment (or re-appointment) of its Board and Chief Executive and will invite an Ofcom representative to sit on the appointment (and re-appointment) panels. All such appointments and re-appointments will be subject to approval by Ofcom.
- The PSA and Ofcom will agree annual and medium-term objectives, strategies and related funding arrangements. Final decisions on these matters rest with Ofcom but

will be informed by recommendations from the Board based on their knowledge of the sector and relevant trends.

- The PSA will consult on an annual basis with Ofcom in relation to the PSA's proposed budget plan, which shall include its operational and policy plans and targets and its budget. The PSA's budget and business plan will be subject to approval by Ofcom on an annual basis and shall be set within the framework of the PSA strategic plan. In addition, the PSA will provide Ofcom with regular updates in relation to its business plan and budget. The PSA will keep under review the PRS market and the appropriateness of Code provisions and consult with Ofcom where regulatory intervention is required and/or there are proposals for amending the Code.
- As part of any consultation in respect of decisions it proposes to take, the PSA will have due regard to any views expressed by Ofcom as part of any consultation and in accordance with the terms as set out in the MoU between the PSA and Ofcom.

Notwithstanding the above arrangements Ofcom has confirmed that it will not act in any way that obstructs PSA directors from acting in accordance with their legal responsibilities. It should also be noted that the MoU has no legal basis underpinning it.

1.5 Relationship with the Department for Digital Culture, Media and Sport (DCMS)

PSA is classified by the Office for National Statistics as a Central Government body. While this classification remains in place, PSA shall be an Arms-Length Body (ALB) of DCMS on the basis that PSA is independent of Ofcom and its finances and other matters are not consolidated into those of Ofcom.

The Department expects PSA to follow the standards, rules, guidance and advice in Managing Public Money to the extent that they are relevant and appropriate for PSA. The PSA's relationship with DCMS is governed by a Framework Agreement. The most recent version, agreed in July 2017, can be found on the website under the publication scheme.

1.6 Phone-paid Services Authority Board of Directors

The Board is responsible for governance and setting the policies and strategies of the PSA. The Board consists of a part-time Chairman (a non-Executive Director), up to five part-time remunerated members (non-Executive Directors) and the Chief Executive of PSA. One member is appointed by the Chairman as the Senior Independent Director ('SID'). The Board does not exercise any adjudicatory functions within the PSA.

Section 2: The Role of the Panel

2.1 The Consumer Panel

The Panel supports the PSA to deliver PSA's strategic purpose.

Through provision of independent advice and challenge on aspects of the PSA's work, the Panel supports and enhances the interests of consumers engaging with phone-paid services. The Panel's terms of reference are listed under Appendix B.

2.2 The Consumer Panel Relationship with the Board

The PSA Board and Executive provide support and general advice to the Panel to ensure it meets its objectives.

Minutes of meetings form the basis of updates to the Leadership and Board. The Executive also meets regularly with the Panel and Panel meetings take place quarterly. Each year, the Chair of the Panel provides an annual report to the Board on the Panel's undertakings.

2.3 Liability

Any legal proceedings initiated by a third party are likely to be brought against the PSA as an incorporated company. In exceptional cases proceedings might be brought against individuals acting for the company, including Consumer Panel members. In such cases members will normally be covered by the PSA's company indemnity.

PSA will provide an indemnity to every member under the following terms: subject to the discretion of the Board in each case, and in the absence of any finding of misconduct under paragraph 2.4 below. Every member shall be indemnified by PSA against any liability incurred by him/her in defending any proceedings, whether civil or criminal, in which judgment is given in his/her favour or in which he/she is acquitted or in connection with any application in which relief is granted to him/her by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, and against all costs, charges, losses, expenses or liabilities incurred by him/her in the execution and discharge (or in relation thereof) of his/her duties.

Members are also provided with professional indemnity insurance cover (subject to various exclusions) against claims for negligence and other usual risks. A copy of the policy is available for inspection upon request.

2.4 Standards in Public Life

Members must be committed to the mission of PSA and be accountable to its stakeholders, who include funders, the industry, Ofcom and DCMS. Members are expected to observe the

highest standards of propriety, including impartiality, integrity and objectivity, in relation to the exercise of their office, and to follow the Seven Principles of Public Life set out by the Committee on Standards in Public Life (Appendix H)

In particular, members should comply with this Handbook in all their duties as members, and ensure that they understand their duties, rights and responsibilities, and the functions and role of the PSA.

When engaging in any political activities, members should exercise proper discretion. They are free to engage in political activities but where they do so they should take all reasonable care that they do not do or say anything that would suggest or imply that PSA is anything other than a non-political and independent regulatory body acting under the authority of and in conjunction with Ofcom (in case of doubt, members should seek advice from the Chief Executive or Chairman of the Board).

Members must not misuse information gained in the course of their service to PSA for personal gain or for political purpose, nor seek to use the opportunity of public service to promote their private interests or those of connected persons, firms, businesses or other organisations.

Members should not speak on a public platform or in the media and present themselves as a representative of PSA, unless and until that has been agreed by the Chairman of the Board.

Section 3: Appointments

3.1 Procedures for Appointment

Member vacancies will usually be advertised or publicly notified. However, the field of potential candidates being considered will not necessarily be limited to those responding to an advertisement.

Anyone applying who has a current financial or other direct or prospective involvement with the premium rate industry will not be considered for appointment. Any conflicts of interest candidates may have (particularly in relation to those with direct financial involvement with an organisation operating within the phone-paid or premium rate industry) will be assessed as part of the selection process.

The Chair of the Panel will be selected and appointed by the Consumer Panel members.

Members will on appointment be asked to sign an Undertaking that they will comply with the Handbook and relevant policies and procedures, as set out in Appendix A.

3.2 Terms of Office

The initial term of office for members and the Chair of the Panel will be of up to one year. Subject to successful performance, this may be extended to a further two years.

A second and final term of up to three years may also be available subject to the requirement and smooth running of the Panel. Re-appointment for a second term is not automatic and will be dependent upon satisfactory performance in office, as well as the needs and continuity requirements of the Panel and the PSA.

The overall term of office for Panel members will not ordinarily exceed six years.

3.3 Induction and Training

PSA is committed to the training and development of members to enable them to carry out their role efficiently and effectively. Members will be provided with an appropriate training and induction programme which will include familiarisation with the role and work of the PSA.

3.4 Performance Reviews and Misconduct

The performance of a new member will normally be reviewed by the Chair of the Panel by way of a discussion after six months.

The Panel will evaluate its own effectiveness on an on-going basis through a feedback loop with the Executive, with a formal evaluation review presented on an annual basis to the Board.

In the event of gross misconduct on the part of the Chair of the Panel or any other member, that person's appointment shall cease forthwith upon written notification.

In the event of apparent misconduct by a member (other than the Chair of the Panel), the Chair of the Panel shall investigate and determine the matter. If the Chair of the Panel concludes that it is appropriate that the appointment should terminate but the member is unwilling to resign, then the member's continuation in office shall be a matter for the PSA Board to decide.

3.5 Availability

As part of Panel members' ongoing responsibility and commitment, the PSA requests that members make themselves available for Panel meetings, these usually take place three to four times a year.

Section 4: Payments and Expenses

4.1 Voluntary Payments

Members of the Consumer Panel will be remunerated by way of honorarium and entitled to voluntary payment, the same rate for time spent in training and for attendance at meetings which they are required to attend by reason of their membership. Due to the nature of the Panel, members will additionally receive a quarterly stipend payment, in arrears, in recognition of the reading and preparation work which members are required to undertake between meetings.

Claims should be made on the attendance timesheet which is included under Appendix F. Claims should be received by the Executive by the 10th day of the following month, in order to be processed in that month's payroll on or around the 26th of each month. Each member is responsible for submitting his/her own timesheet to the Executive.

PSA reserves the right to allow claims to be authorised by the Head of Research & Communications or Director of Policy & External Relations, or in their absence, another member of the PSA's Leadership Team.

Members of the Consumer Panel are not employees of PSA and are appointed as office holders. Although Tax and National Insurance deductions are deducted at source as part of the usual payroll run, members are responsible for their own tax records.

Members are not eligible to join PSA's pension scheme or to receive other benefits or contributions to a personal pension scheme.

4.2 Travel Expenses

Members may reclaim travel expenses and where appropriate subsistence which are incurred wholly and necessarily in the discharge of their duties as office holders. A copy of the office holder expenses policy is available upon request.

Standard class tickets will be reimbursed for rail journeys on Consumer Panel business. Taxi fares incurred while on Consumer Panel business may be reclaimed under exceptional circumstances.

There is no upper limit laid down by HMRC and members should always ask the Executive for advice when arranging hotel accommodation where required for PSA business.

When car travel is necessary, mileage can be claimed at existing HMRC rates. Further information can be obtained at <http://www.hmrc.gov.uk/rates/travel.htm>.

Claims for expenses should be submitted on a monthly expenses form and supported by full receipts and vouchers. The exception to this is circumstances where receipts are not available, e.g. London Underground travel using an Oyster card for payment and car mileage. Expense claims are included under Appendix G.

PSA has entered into a Settlement Agreement with HM Revenue & Customs with respect to members travel from home to PSA. The effect of this is that PSA will pay the tax and NI for affected members on such travel expenses to PSA. The dispensation covers business travel and subsistence expenses, provided those expenses are reasonable.

PSA, like many organisations has a dispensation relating to other expenses. This means that specified expenses need not appear on form P11D. A copy of the letter of dispensation provided by HMRC is available to all members. PSA submits an annual P11D return to the Inland Revenue for each member, stating the amount paid in expenses covering travel from the member's home or office to and from PSA. Members may be liable to pay income tax on these amounts.

4.3 Member Payments

The Consumer Panel members' voluntary payments policy is proposed by the Resources Committee and agreed by the full Board. The policy is included in the annual budget setting process, which itself includes consultation and approval by Ofcom.

Section 5: Code of Conduct

5.1 Principles

This Code of Conduct Handbook sets out the standard of conduct expected of all members in the performance of their duties, with the objective of maintaining the highest levels of integrity, impartiality and objectivity and of promoting the effectiveness with which they perform their role. Members must identify for themselves any possible conflicts of interest which may arise and be aware of the appropriate action they should take.

Members are expected to commit themselves to the spirit of the Handbook as well as to its specific provisions. On appointment and following any revisions made to the Handbook (as appropriate), members will be asked to sign an Undertaking that they will comply with the Handbook, as set out in Appendix A.

5.2 Conflicts of Interest

The overriding duty of a member is to act independently and fairly and in the best interests of PSA as a whole, and not pursuant to any other business, group, or personal interest.

A conflict of interest arises where an individual with a responsibility to act as an impartial member of the Consumer Panel may be affected, or may be perceived by an independent observer to be affected, in that action by a personal interest or association. Such a conflict may involve a direct or indirect financial interest but may also be non-financial - for example a present or past business or personal association or relationship.

Members are required to disclose direct or indirect financial interests which might give rise to a conflict of interest relating to his or her duties as a member. Disclosure is also required of any non-financial interest (such as kinship or a past, present or prospective business relationship) which might influence his or her judgement as a member.

5.3 Standing Declaration of Interest

On appointment each member is required to complete a confidential standing declaration of interest form, listing any material financial interest, including investments, employment, consultancies, directorships or commissions held either personally, as a trustee or as an effective controller of a company (whether or not this is achieved by a majority interest). "Material" means any interest which could reasonably be perceived as sufficient to place a member in the position of having a potential conflict of interest and/or which may have an influence over financial management. Any changes in these interests must also be declared as and when they occur.

This declaration should also cover the interests of the member's close family members¹ in the same way as they cover the interests of the member.

Any member who acquires a direct interest in a premium rate service or whose spouse or partner (connected person) acquires such an interest must notify the Chair of the Panel who will in turn notify the PSA Leadership Team.

Where a potential conflict of interest can be anticipated, the member concerned should declare that there is a potential conflict to the Chair of the Panel, who will in turn notify the PSA Leadership Team.

Members are required to complete a declaration of interest form on appointment, under Appendix D and thereafter annually. Further guidance regarding such declarations is set out under Appendix C.

5.4 Specific Disclosure of Conflict of Interest (Bribery Act 2010)

In addition to a standing declaration of interest, members need to be aware, in discharging PSA business, of actual, potential or perceived conflicts that might arise between their private interests and their role responsibilities. This is particularly important given the wide reaching application of the Bribery Act 2010, which is covered in depth in the PSA Anti-bribery Policy. The policy is available upon request.

A conflict of interest arises where a member has a private interest that might influence that person's judgement in some way when carrying out their normal day to day duties in their role. Such a conflict may involve a direct or indirect financial and/or non-financial interest, for example a present or past business or personal association or relationship. Members are required to disclose all interests that actually or potentially could be perceived as a conflict with their obligation to act in the best interests of PSA.

Actual, potential or perceived conflicts of interest may arise in connection with, for example: personal relationships (which includes close friendships and family relationships); employee relationships; friendships on social media; procurement of services; business meetings; use of PSA premises, equipment and materials; external activities and public comment; gifts and hospitality relating to work; use of confidential information; fellowships, trusteeships and/or memberships; indirect support or sponsorships; memberships of clubs, trade bodies; public appointments, financial interests; an expectation of future interest in any of the above. The list is non-exhaustive.

In exceptional cases where disclosure of the nature of the potential conflict of interest might involve a breach of other duties (of confidentiality, for example), the member may withdraw from consideration of the matter without specifying the nature of the possible conflict of interest. In such cases, the member's continuing membership of the Consumer Panel must be discussed with the Chair of the Panel, who will in turn notify the PSA Leadership Team.

5.5 Confidential Information and Data Protection

Members must not disclose confidential information and/or personal data to the media or the public, or use such information or data for their own financial or other advantage.

Members should be aware of, and abide by, PSA's policies and procedures in relation to personal data which are available on the members intranet page, and the confidential information policy set out in Appendix I.

Members should treat all papers provided to them by PSA as confidential and, where they contain personal data, as subject to the provisions of the General Data Protection Regulation and Data Protection Act 2018, unless otherwise advised. Members must undertake to store and dispose of papers in accordance with the Security Policy governing the use of the PSA's Systems & Technology and Handling of Paper Document in Appendix J.

Members should be aware of, and abide by, PSA's Data Protection Policy on the use of personal data and the confidential information policy.

5.6 Insider Dealing

Members must not acquire or dispose of investments if they hold any information relevant to such investments through their involvement with PSA if such information is unpublished price-sensitive information.

Price-sensitive information means any specific information which would be liable to affect the price of a company's security. Price-sensitive information includes, but is not necessarily limited to:

- any proposed take-over or merger;
- any potential company insolvency;
- unpublished information as to company profits or losses;
- any unannounced decision by a company in relation to dividend payments,
- any unannounced decision by a company about changes to the price levels or structures of its services;
- any unannounced decisions by a company to enter a new market or leave an existing market;
- any relevant PSA investigation or impending sanction.

In case of doubt, unpublished and confidential information should be treated as being price-sensitive.

These provisions on confidential information and insider dealing continue to apply without time limit after a member's appointment has finished.

5.7 Gifts and Hospitality

To avoid the possibility that the integrity or objectivity of members may be put at risk, or be considered at risk, the offer or receipt of any relevant personal gift or hospitality from a

member of the premium rate services industry must be reported to the PSA Leadership Team if its monetary value is greater than £50 (Appendix E).

If a member is aware in advance of the possibility that a gift or hospitality worth more than £50 may be offered by anyone connected with the premium rate services industry, clearance should be obtained from the PSA Leadership Team.

5.8 Failure to Observe Standards

Members failing to perform the duties required of them in line with their role or the general standards expected in public life or the specific provisions of this Handbook, or being unfit to perform these duties, will be judged as failing to carry out the duties of their office.

Such failure may result in their removal from office. This will be a decision for the Chairman of the Board, following consultation with the Chair of the Panel and subsequent consultation with the Board.

5.9 Tax Evasion/Facilitation of Tax Evasion

All members are responsible for preventing, detecting and reporting tax evasion and foreign tax evasion, and the facilitation of the same, when performing their duties.

Tax evasion involves deliberately and dishonestly cheating the public revenue or fraudulently evading tax, and the facilitation of tax evasion involves knowingly being concerned in, or taking steps with a view to, the fraudulent evasion of tax by another person, or aiding, abetting, counselling or procuring the commission of tax evasion.

Members should be aware of, and abide by, the PSA's policy on the anti-facilitation of tax evasion which is available on the member's intranet page.

Members must notify the Chair of the Panel and the PSA Leadership Team as soon as possible if they believe or suspect that a breach of the anti-facilitation of tax evasion policy has occurred or may occur in the future.

Appendix A: Undertaking

I,....., as a Member of the Consumer Panel of Phone-paid Services Authority Limited, confirm that I have read the Consumer Panel Members' Handbook and Undertake to comply with its provisions.

Signed:

Dated:

Appendix B:

Terms of Reference

Role and Purpose

The PSA has established a Consumer Panel ('the Panel') to help deliver the PSA's Strategic purpose.

The Panel operates in an Advisory capacity and members are expected to make all reasonable efforts to draw on their experience and networks in providing their advice.

The Panel is not a formal decision-making body.

Objective

Through provision of independent advice and challenge on aspects of the PSA's work, the Panel will support and enhance the interests of consumers by:

- providing advice and comment from a consumer perspective on the extent to which PSA policies and regulation are aligned with its consumer-focused strategy, including;
 - specific matters set out in the Consumer Panel's work programme,
 - matters brought to the Panel by the PSA Executive,
 - matters brought to the PSA Executive by the Panel.
- being active in bringing to the attention of the PSA issues that are or are likely to be of significance to or impact on consumers and providing advice and comment on these issues
- offering comment, as appropriate, on consultations and research undertaken by the PSA
- being aware of the scope and context in which it is operating, to the extent that this is reasonable and necessary for the Panel to carry out its duties effectively. This may include seeking insights and advice from industry and/or other stakeholders as appropriate, through the Executive
- providing regular updates to the PSA Leadership and the PSA Board on its work, through the PSA Executive. This will include an Annual Report from the Chair of the Panel to the PSA Board.

To support the achievement of these objectives, the Panel will develop an annual work programme, in consultation with the Executive.

The Executive will provide regular updates to the Panel on how its input has been taken forward. Where Panel input is not taken forward, the Executive will provide the rationale for this.

The Panel will evaluate its own effectiveness on an on-going basis through a feedback loop with the Executive, with a formal evaluation taking place annually at Board level.

The Panel does not have remit to commission independent products, such as research, but can discuss any identified unmet needs with the Executive who will endeavour to provide the Panel with the support it needs.

Membership

The Panel will comprise of up to six members.

In selecting the Panel, PSA gives due consideration to factors such as candidate experience and background to ensure diversity of representation.

The initial term of office for members and Chair of the Panel will be of up to one year. Subject to successful performance, this may be extended for a further two years.

A second and final term of up to three years may also be available subject to the requirement and smooth running of the Panel. Re-appointment for a second term is not automatic and will be dependent upon satisfactory performance in office, as well as the needs and continuity requirements of the Panel and the PSA.

The Panel will select its own Chair and will serve the Chair for the duration of the Chair's term.

Resources

The PSA Executive will provide Secretariat support to the Panel, to support it to effectively carry out the functions outlined above.

The Secretariat will circulate any meeting materials to the Panel no later than 5 working days ahead of scheduled meetings.

The Panel can request that the PSA respond to its feedback formally.

Meetings

The Panel will usually meet three to four times per year and Panel members are expected to make all reasonable efforts to attend meetings in person.

If Panel members are unable to attend a meeting in person, the Executive will endeavour to facilitate that member's participation in the meeting remotely.

Minutes of the meeting will be recorded by the Secretariat and provided to the Panel for approval, following each Panel meeting. Minutes of meetings will form the basis of updates to the PSA Leadership Team and the Board.

Good faith

Members of the Panel will act in good faith and on a no surprises basis.

Members of the Panel will adhere to the PSA Consumer Panel Handbook.

Appendix C:

Standing Declarations of Interest Guidance

New members should send a declaration of interest to the Executive within a month of appointment. Where appropriate, a nil return should be lodged. Members are under an obligation to notify any changes to their standing declaration of interest. All the procedures in this guidance will apply to notifications of changes.

This Appendix provides guidance on kinds of interests that should be declared and include, but are not limited to, interests from which Members derive a direct benefit or in which they are personally involved, and rewards or payments which benefit an organisation for which the member is responsible, by which the member is employed, or from which he or she benefits financially, but which is not received personally by the member.

For the purposes of the guidance below, 'industry' is taken to mean any organisation or individual involved, for profit or not, with the connectivity, advertising, promotion, or production of content for premium rate services (PRS) or whose business activities could be affected by PSA's decisions. 'Relevant bodies' means organisations with a specific interest in PRS issues as defined above, such as trade bodies. Where members are uncertain as to whether an interest should be declared they should seek further guidance from the Company Secretary or, where it may concern a particular issue to be considered at a meeting, from the Chairman of that meeting.

If members have interests not specified in these notes but which they believe could be regarded as influencing their advice they should declare them. This could include close personal friendships. Members should make reasonable enquiries to determine links of which they might be expected to be aware, for example, either through the interests of close family members or links of direct ownership between one company and another. For the purposes of this guidance, 'close family member' of an individual are those family members, or members of the same household, who may be expected to influence, or be influenced by, that person in their dealings with the reporting entity. Typically, this will include: the individual's domestic partner and children, children of the individual's domestic partner and dependants of the individual or the individual's domestic partner.

Categories of interests include but are not necessarily limited to:

- **Consultancies and/or direct employment:**

Any consultancy, other employment, partnership, directorship or position in or work for an industry body or other relevant bodies which attracts regular or occasional payments in cash, recognition in any other form, or from which any other benefit is derived.

- **Fee-paid Work:**

Any commissioned work for a PRS related industry or other relevant body for which the member or close family member is paid in cash or kind.

- **Shareholdings:**

Any shareholding or other beneficial interest in any PRS industry with more than 20% of the voting rights. This does not include indirect shareholdings through OEICS and/or unit trusts or similar collective funding arrangements such as a self- invested personal pension where the member has no influence on financial management of the shares.

- **Clubs and other organisations:**

Any membership, role or affiliation to clubs or organisations such as a trade body with a current or potential interest or involvement in the PRS sector held by the member or a close family member whether acting as office holder or trustee for pressure groups, trade unions, voluntary or not-for-profit organisations which have a campaigning and/or fundraising interest in issues around PRS policy. This also includes any joint ventures and associated parties.

- **Support by industry or other relevant bodies:**

Any payment, other form of financial or material support or sponsorship which falls within PSA or any PRS related sphere and benefits an organisation in which the member or a close family member has an interest, for example, a grant or sponsorship of a post or programme, or payment for research or advice.

- **Trusteeships:**

Any investment or involvement in the PRS sector in industry held by a charity of which a member or close family member is a trustee.

Appendix D: Annual Declaration of Interest Form

All Phone-paid Services Authority Board, Committee, Code Adjudication Panel and Consumer Panel members are required to declare all matters which may represent a conflict of interest or potential conflict of interest and which are, or could become, relevant to the work of the PSA. These are interests that might affect the carrying out of their duties. An interest may be 'direct' (through themselves) or 'indirect' (through a close family member or a nominee). Where members are uncertain as to whether a particular interest should be declared they should seek further guidance from the Executive. In doubtful or borderline cases, members should disclose their interest.

The systems and controls to identify and authorise related party transactions take the form of the recording of annual declarations of interest and requesting members to update their interests, should their circumstances change, within the annual period.

Notes on Terminology:

'Industry' means any organisation or individual involved, whether for profit, with the connectivity, advertising, promotion or production of content for PRS or whose business activities could be affected by PSA's decisions.

'Relevant bodies' means organisations with a specific interest in PRS issues as defined above, such as trade bodies.

'Close family' of an individual are those family members, or members of the same household, who may be expected to influence, or be influenced by, that person in their dealings with the reporting entity. Typically, this will include: the individual's domestic partner and children, children of the individual's domestic partner and dependents of the individual or the individual's domestic partner.

'Investment(s)' does not include indirect shareholdings through OEICS and/or Unit Trusts or similar collective funding arrangements such as a self-invested personal pension (SIPP) where the investor has no influence over the financial management of the shares.

'Material' means any interest which could reasonably be perceived as sufficient to place a member in the position of having a potential conflict of interest and/or which may have an influence over financial management.

Notes on Related Parties:

Broadly, a related party of Phone-paid Services Authority or a Director of Phone-paid Services Authority is a person or organisation which either directly or indirectly controls, has joint control of, or significantly influences Phone-paid Services Authority or vice
--

versa. Therefore, related parties include/exclude the following:

Included	Excluded
Shareholders (as a guide; with more than 20% of the voting rights)	Providers of finance in the course of their business (e.g. banks)
Directors	Utility companies
Other key management	Government departments
Close family of the above (see definition under notes and requirement to name members)	Customers, suppliers, franchisers, distributors or general agents with whom the entity transacts a significant volume of business
Other business interests of the above	Trade unions
Retirement benefit schemes	
(If in a group) Parent company, together with directors and 20%+ shareholders	
Fellow subsidiary companies	
Joint ventures and associates	

Name of member:

.....

Material Financial Interests
<i>Any investment, financial or other beneficial interest in industry or other interest in companies and/or the communications sector held by you or a close family member, whose core business activities could be affected by Phone-paid Services Authority's decisions. This also includes shareholders, as a guide; with more than 20% of the voting rights.</i>
Employment, Consultancies, Directorship or Commissions
<i>Any directorship, key management, partnership, consultancy, contract, employment, position in or work for, commissioned or fee paid work which attracts regular or occasional payment whether in cash or in kind or from which any other benefit is derived which you or a close family member have in industry, a relevant body or the communication sectors, and any non-remunerated positions which may fall within Phone-paid Services Authority or any other PRS related sphere.</i>
Membership of Clubs, Trade & Public Bodies And Other Organisations
<i>Any membership, role or affiliation to clubs or organisations with a current or potential interest or involvement in the PRS sector held by you or a close family member whether acting as office holder or trustee for pressure groups, trade unions, voluntary or not-for-profit organisations which have a campaigning and/or fundraising interest in issues around PRS policy. This also includes any joint ventures and associates related parties.</i>

Indirect Support
<i>Any payment or other form of financial or material support or sponsorship that you receive from any organisation that falls within Phone-paid Services Authority or any other PRS related sphere and benefits an organisation in which you or a close family member has an interest (for example a grant or sponsorship of an academic post).</i>
Trusteeships
<i>Any investment or involvement in the PRS sector in industry held by a charity for which you or a close family member is a trustee.</i>
Any Relevant Retirement Benefit Schemes
<i>Any retirement benefit schemes for you or a close family member with a current or potential interest or involvement in the PRS sector which might influence your judgement, deliberation, action as a member of Phone-paid Services Authority or might be perceived by a reasonable member of the public as doing so.</i>
Any Other Details of Relevant Interests/Conflicts Not Covered Above, Including Significant Interests of A Close Family Member
<i>For example: interests that might influence your judgement, deliberation, action as a member of Phone-paid Services Authority or might be perceived by a reasonable member of the public as doing so.</i>

<i>Names and Dates Of Birth Of Close Family Members; Partner, Spouse, Dependants</i>

DECLARATION	
Name:	
Body:	Consumer Panel
Signed:	
Dated:	

Appendix E: Gifts and Hospitality

Consumer Panel members are required to complete this form, where they accept a gift or hospitality where the value is deemed to exceed £50.

To the Director of Policy and External Relations of the Phone-paid Services Authority

I,.....,

As member of the Consumer Panel at Phone-paid Services Authority Limited, I hereby confirm that I have

been offered [delete as necessary]

received [delete as necessary]

the following gift or hospitality having a monetary value greater than £50:

.....

....

.....

....

from the following member of the premium rate industry or organisation with an interest in premium rate services:

Name:.....

.

Company:.....

....

Date of receipt of gift or
hospitality.....

Signed

.....
.....

Date

.....
.....

Appendix H

The Seven Principles of Public Life

Selflessness

Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

Integrity

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.

Objectivity

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

Accountability

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

Openness

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

Honesty

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interests.

Leadership

Holders of public office should promote and support these principles by leadership and example.

The Government endorses these Seven Principles of Public Life in "Spending Public Money: Governance and Audit Issues", Cm3179, March 1996

Appendix I:

Confidential Information Policy

Why a Policy?

Phone-paid Services Authority (PSA) needs to protect itself and others against the accidental or unauthorised misuse or disclosure of information relating to or acquired during its regulatory and corporate activities, for the following reasons:

1. To prevent confidential information of all types generated or acquired, from falling into the wrong hands and being misused.
2. Unauthorised use of such information could cause financial or reputational loss to itself or others.
3. Unauthorised use of such information may also prejudice PSA's regulatory functions, and its ability to encourage service and information providers to answer fully and candidly any complaints by consumers as the qualities of their services.

To whom does the policy apply?

Office holders and employees of PSA are bound by this Policy.

All suppliers of services to PSA are bound by terms and conditions that are consistent with this policy, as are contract counterparties who enter into non-disclosure agreements with PSA.

What is our policy relating to confidential information?

In relation to confidential information, we will:

- respect the commercial confidence of information supplied to PSA;
- keep confidential information free from unauthorised access, and ensure that it is appropriately handled, used and disposed of;
- put in place restrictions on accessing documents other than through office computers;
- monitor the electronic transfer of documents from our offices;
- refer for prosecution any unauthorised use of confidential information that is illegal (e.g. insider dealing; fraud);
- ensure *highly sensitive* information is handled only by trained persons with a need to use it, and is protected by passwords and strict access rights.

We define confidential information to include the following, but this is not an exhaustive list:

'financial information; business plans; marketing plans; market-sensitive information; trade secrets, technical information and know-how; financial data; software source and object code; recordings of private telephone conversations; supplier and other commercial contracts;

in relation to PSA, confidential information also includes its unpublished strategies, board papers, policy documents, data generated during investigations, complaints received, and applications for permission.'

We similarly define 'highly sensitive information' to include:

'credit card numbers; bank account numbers; passwords and logins; market-sensitive information; information which, if put in the public domain by PSA, would or might undermine trust in it, damage its reputation, or result in any adverse liability attaching to it.'

When can confidential information be disclosed?

Confidential information can be disclosed to third parties when it is already lawfully in the public domain or has become lawfully available from a third party free from any confidentiality restriction.

Confidential information may also be disclosed in response to a request from a regulator or other lawful authority, or shared with law enforcement agencies for the purposes of investigating fraud or other criminal offences.

Breaches of confidentiality will be treated as a disciplinary matter. Confidential information received as part of an investigation that is exploited for insider dealing of publicly quoted companies is an offence under the Criminal Justice Act 1993 s52.

Freedom of Information (FOI)

PSA is not currently subject to FOI legislation but, in accordance with good practice for public bodies, has issued a publication statement on its website detailing the information and documents that are freely available to the public.

Appendix J: Security Policy

Security Policy governing use of the PSA's Systems & Technology and Handling of Paper Documents

For Office Holders

The Office Holders ("Users") have access to the PSA's computer hardware, software, networks and telephone systems ("Systems"). It is, however, recognised that Users will access the Systems, primarily, via their own devices.

The PSA relies on information and information technology to carry out its regulatory functions. Increasingly, organisations and their systems are faced with security threats from a wide range of sources. Dependence on information systems means organisations are more vulnerable to security threats.

The PSA is also subject to legal requirements, for example in relation to data protection, for which it is necessary to put in place strict security measures.

This policy, along with technological measures put in place on our Systems, aims to minimise the risk of such threats to the PSA and ensure compliance with all legal obligations.

Secure use of PSA electronic data

1. Any electronic mail communication with the PSA, which relates to PSA business and includes personal or confidential data, must be conducted via the Users' PSA email addresses.
2. Unsecured attachments must not be used for PSA business. Users may send and receive such documents only via a secure-send facility, such as Thru, OneDrive or SharePoint.
3. Users must not save or download PSA documents ² to a personal device. PSA documents must only be viewed, edited and saved within the Office 365 PSA web portal. If you have any questions about this please contact PSA on the techanalysis@psauthority.org.uk between the hours of 10am-4pm, Monday-Friday. Users may create their own documents for PSA business (e.g. case notes as part of

² A PSA document is defined as a document produced in the course of the PSA's business. This may be produced by any member of PSA staff or appointment holder and would include Tribunal Bundles, Board Meeting Agendas, case notes created by CAP or CP Members or notes of PSA meetings. If there is any doubt, please contact the PSA for clarification.

Tribunal preparation). Such documents must only be saved within the Office 365 PSA web portal.

4. Further to point 3 above, all PSA documents downloaded or saved within the Office 365 PSA web portal are to be deleted by Users within 6 months of receipt, save for where there is a reasonable justification for keeping the document for longer. Where this is the case, written authorisation should be sought from the PSA Executive³. The recipient must complete a declaration (available on the Intranet) that the PSA documents have been deleted.
5. Any device used to access PSA documents and portals must be encrypted. For more information on encrypting devices Users should contact the PSA Technology & Analysis Team.
6. Users must use best efforts to physically secure their devices against loss, theft or use by persons not authorised by the PSA to access PSA systems or data. This control includes, but is not limited to, passwords, encryption and physical control of the device.
7. Users must maintain the device's original operating system and keep it current with security patches and updates.
8. Users must not back up the device locally or to cloud-based storage or services where that might result in the backup or storage of company data. Any such backups inadvertently created must be deleted immediately.
9. If requested by PSA users must install any anti-virus or anti-malware software before connecting to our systems.
10. PSA data must not be shared with any third party outside of the PSA without the PSA's written permission.⁴
11. Any loss or unauthorised access of a device with access to PSA electronic documents must be immediately reported to the PSA Data Protection Officer ("DPO"). Where appropriate, steps will be taken to ensure that company or personal data on or accessible from the device is secured, including remote wiping of the device where appropriate.

³ Authorisation should be sought from the Data Protection Officer ("DPO"); via the Company Secretary where the User is a Board or CP Member; via the Tribunal Secretary where the User is a CAP Member.

⁴ Permission should be sought from the Data Protection Officer ("DPO"); via the Company Secretary where the User is a Board or CP Member; via the Tribunal Secretary where the User is a CAP Member.

Secure use of paper records

There are risks associated with paper documents leaving our offices, particularly those containing personal or confidential data.

This section of policy has been put in place to ensure that there are appropriate safeguards in place to protect personal and confidential data.

1. PSA paper documents sent to office holders:
 - a. Paper documents will only be sent out where there is a business need to do so. Paper documents will only be sent by secure, tracked mail, marked as "Private and Confidential".
 - b. The sender will complete the Paper Records Secure Handling Register with details of the Papers being sent out of the offices and the recipient.
 - c. The recipient office holder must return or destroy the Paper documents within 1 month:
 - i. Papers may be returned by secure, tracked mail or in person;
 - ii. Papers may be destroyed by a reputable third-party shredding company. A receipt for the shredding should be forwarded to the PSA.
 - d. The recipient must on each occasion complete a short declaration (to be found on the Intranet) that the papers have been returned or destroyed.
2. Paper documents in the possession of office holders must be transported and stored in a way that minimises the risk of theft or loss:
 - a. Bags or cases containing PSA paper documents must not be left visible in a car;
 - b. PSA paper documents should not be left unattended in a car for longer than is absolutely necessary;
 - c. When travelling on public transport, paper documents must be kept close by at all times. Paper documents should not be left in luggage racks or storage racks;
 - d. Paper documents should be stored securely when not being transported.
3. Any loss or unauthorised access of PSA paper documents must be immediately reported to the PSA Data Protection Officer ("DPO").

4. Failure to comply with this policy may result in disciplinary action being taken (in accordance with the relevant office holder handbook), including termination of appointment.

Use of PSA Systems when on site

System and Network Accessibility

Users may access only those sections of the PSA systems for which they have authorisation. A User's ability to gain access to other computers or networks within the Business Systems does not imply a right to such access, unless such access is specifically authorised. Users may not browse the Business Systems to gain access to unauthorised areas.

Network Security

Each User is responsible for ensuring that the use of external public networks does not compromise the security of the PSA's systems. This responsibility includes refraining from any activity that might introduce malicious programs into the PSA's Systems such as viruses, worms, Trojan horses, email bombs, and backdoor access. For example, Users utilising PSA devices, may not make inappropriate use of peer-to-peer file sharing services and unauthorised remote access services, such as Kazaa, Gnutella, Morpheus, gotomypc.com, because such services may violate copyright law and because they permit the introduction of harmful programs into the Business Systems.

Security Controls

Users of PSA devices may not disable security controls, such as access-management software, virus scanners, passwords, personal firewalls, and audit trails. Users may not attempt to discover security flaws.

Monitoring

The PSA may monitor the use of its devices and Systems by Users. Monitoring may include reviewing internet usage, including previously viewed internet sites, monitoring and reviewing material downloaded or uploaded by Users to and from the Internet, emails and/or instant messages both sent and received by Users. Monitoring may be performed at any time, and without prior notice to Users. Subject to relevant privacy laws, the PSA may monitor the use of its systems for the purposes of identifying, preventing or investigating the following:

- The downloading, viewing or circulation of illegal or illicit material;
- Personal use of emails and internet that does not comply with PSA policy;
- Misuse of PSA business systems;

- The unauthorised external distribution of market and industry data;
- Any breach of Copyright laws;
- Any non-compliance with Software Licenses;
- To conduct technology audits;
- To comply with legal or regulatory requests for information.

Monitoring will only be conducted to the extent that it is necessary or proportionate to achieve the above purposes. Records in relation to the monitoring will be retained for no longer than is necessary.

In order to detect and mitigate potential security breaches, PSA may automatically scan emails and any document saved to OneDrive and Sharepoint. These scans are conducted via Data Loss Prevention and Information Rights Management Policies and will detect the following:

- National Insurance numbers;
- Driving licence numbers;
- Passport numbers;
- Documents flagged as relevant according to the Information Rights Management Policy.

Delegated access to email accounts with notice and without notice

If PSA requires delegated access to your email account due to a business need (for example if you are on long-term leave) a manager may make a request for delegated access to your account and you will be informed.

There may be occasions when PSA will need to obtain delegated access to your email account without informing you (“covert delegated access”). Covert delegated access will only take place where PSA reasonably suspects that criminal activity or some equally serious misconduct has occurred, access is required to investigate the activity and the investigation could be adversely affected if notice of the delegated access were to be given. Requests for covert delegated access will be authorised by a Director who will conduct an impact assessment and decide whether the request for covert access is necessary and proportionate. Covert delegated access will take place for the minimum time necessary to achieve its aims.

Physical Security

Users shall take all reasonable and cautious measures to physically secure hardware items

belonging to the PSA's Systems. Users shall not attempt to circumvent any such physical security measures.

Complying with Relevant Data Protection Legislation

You must, at all times, abide by the PSA's personal data protection policies, which can be found on the PSA intranet and the respective office holder portals.

Personal data is any information relating to an identifiable person. It includes names, identification numbers, location data or online identifiers.

We will develop, implement and maintain safeguards appropriate to our size, scope and business, our available resources, the amount of personal data that we own or maintain on behalf of others and identified risks (including use of encryption and pseudonymisation where applicable). We will regularly evaluate and test the effectiveness of those safeguards to ensure security of our processing of personal data.

Users are responsible for protecting the personal data in their possession. Users must, in line with this policy, implement reasonable and appropriate security measures against unlawful or unauthorised processing of personal data and against the accidental loss of, or damage to, personal data.

Users must follow the procedures set out in this document and use the technologies we put in place to maintain the security of all personal data from the point of collection to the point of return or destruction.

Privacy

Users should have no expectation of privacy in anything created, stored, sent, or received using the PSA's Systems. User accounts on the Business Systems are issued to individuals to assist them in the performance of their appointed role, and remain the property of the PSA.

The Technology & Analysis Team have access to and may review any information that Users create, store, send, or receive using the Systems, including email. Deleting emails does not remove this information from the servers within the Business Systems. Monitoring is carried out in accordance with both the Data Protection Act 2018 and the Human Rights Act 1998.

Procedure on termination of your appointment

Upon the last day of a User's appointment, all electronic PSA data, including emails and any software applications provided by PSA for business purposes must be removed from the User's devices. Users must provide all necessary cooperation and assistance to the PSA's Technology and Analysis Team in relation to this process. Users' access to hosted PSA facilities (including all document facilities) will be withdrawn upon termination of the User's appointment.

Signature

I acknowledge receipt of, and have read, this Security Policy governing the Use of PSA Systems & Technology and Handling of Paper Documents. I fully understand the Policy and agree to be bound by its terms.

Name: _____

Position: _____

Signed: _____

Date: _____