

ANNEX C · RECEPTION AND KEY STAGE 1

Safeguarding, data and due diligence.

The schedule to hand to a governor. What is in place, what we will send you the day you ask, and where responsibility sits between your school and us.

Pocket Money Adventures CIC

Company 16994988 · ICO ZC124930

SAFEGUARDING, AND WHERE RESPONSIBILITY SITS

- **Nathan Waldron currently leads delivery** and holds an enhanced DBS check with the children's barred list check, on the Update Service so your office can verify it on the day. Any additional facilitator is named to you in advance, recruited under our safer-recruitment process, and holds the appropriate current check before delivering
- **Delivery operates under your safeguarding and visitor procedures.** Your designated safeguarding lead retains responsibility for your setting's safeguarding response
- **We remain responsible for the conduct of our staff,** and for reporting any concern through your agreed route before we leave the building
- We are never alone with a child, and a member of your staff stays in the room throughout
- A policy suite and public liability insurance are in place. Certificate and policies sent the day you ask

YOUR PUPILS, YOUR DATA, AND THE SPONSOR

- **No child is ever asked what their own family earns, spends or cannot afford.** Every situation belongs to a story character
- **Nothing that identifies a child leaves the classroom.** We do not retain children's names in learning-evaluation records or in anything a sponsor sees. Certificates are completed and kept by your school, and safeguarding records are handled separately under their own controls
- The sponsor is acknowledged to adults, in wording your school approves first. No promotion reaches your pupils, and they get no access to families and no data
- **No photography of children** unless your school has gathered the permissions and agreed it in writing first
- Registered with the Information Commissioner's Office, **ZC124930**

On parental consent. You receive a parent information letter and a privacy notice to send as they are. **We do not ask you to collect blanket consent,** because most of what happens has a different lawful basis. Consent is requested only for something genuinely optional that depends on it, such as photography. We make no claim about Ofsted, inspection outcomes or statutory compliance.

The questions a designated safeguarding lead asks first

- **What check, exactly?** Enhanced DBS with the children's barred list check, on the Update Service, so your office can verify the status on the day rather than take a certificate on trust
- **Who else might come?** Nobody, routinely. Where a booking needs a second facilitator they are quoted and **named to you in advance, and must hold the appropriate current check for the role before delivery**
- **Will you be alone with a child?** No. A member of your staff is in the room throughout, including for the class task
- **What if a child discloses something?** It goes to your designated safeguarding lead before we leave the building, and it is recorded under the applicable policy. It never enters the evaluation
- **Do you ask children about their home?** No. Every situation belongs to a story character, and that is a design rule rather than a courtesy
- **What about photographs?** None, unless your school has gathered the permissions and agreed it in writing first

What we hold, and for how long

Data	What happens to it	Retention
Child-level learning data	No identifiable child-level learning data is retained by Pocket Money Adventures. No child receives an individual score, rank or Pocket Money Adventures learning record. Whole-class responses may be counted in aggregate. Safeguarding, incident and complaints records may identify a child where that is necessary, and are held separately under their own controls	Learning: none held. Safeguarding: per policy period
Class ratings	Held at class level and attached to the school, never to a child. Lawful basis: legitimate interests, evaluating and improving a service the school has agreed to receive	Three years from the end of the programme, then deleted. Deleted sooner on request
Teacher contact details	Used to run the programme and to send your reports. Lawful basis: legitimate interests	Twelve months after the programme ends. Deleted on request, and within 10 working days if a school withdraws
Signed agreements	The school agreement and the data agreement. Lawful basis: contract, then legal obligation	Six years from the end of the agreement
Safeguarding records	Separate, under the applicable policy and your own procedures. Not part of the learning evaluation	As the applicable policy requires
Photographs	None taken unless your school has gathered permissions and agreed it in writing first. Lawful basis: consent, held by you	As your permission states, and no longer

Who is responsible for what

YOUR SCHOOL

- Safeguarding on your premises, throughout
- Visitor procedures, sign-in and supervision
- Gathering any parental permissions
- Deciding whether the sponsor acknowledgement wording is acceptable, before it is used
- Whether to run the programme at all, and whether to continue

POCKET MONEY ADVENTURES

- An enhanced DBS check for anyone delivering
- Public liability insurance and the full policy suite, sent the day you ask
- **Never being alone with a child.** We stop rather than continue without a host adult in the room, which is why we require one as a condition of delivery
- Every scenario belonging to a story character, never to a child's own household
- Class-level reporting only, and no child named in any context

What to ask us for. Safeguarding policy, child protection policy, safer recruitment policy, data protection policy and privacy notice, the public liability certificate with its indemnity limit, DBS confirmation, and the information-sharing schedule. All of it goes out the same day. If any of it took a week to find, it would not be worth much.

Every item, with its basis and its retention period

One generic legitimate-interests statement across a whole programme is not a lawful basis. Each processing activity has its own, and each is stated here.

Data item	Controller	Lawful basis	Purpose and where it sits	Retention and deletion
Class-level task counts	Joint. School and Pocket Money Adventures	Legitimate interests: evaluating a service the school agreed to receive	To write your report. Held in our records system, access limited to the director	Three years from the end of the programme, then deleted. Sooner on written request
Implementation and usability answers	Joint	Legitimate interests: improving the materials	To fix cards and correct our own time claims	Three years , then deleted
Teacher observation text	Joint	Legitimate interests	Your report only. Never quoted outward with a name	Three years , then deleted
Teacher name, role, email, phone	Joint	Legitimate interests: running the programme and sending your reports	Contact only. Not shared with a sponsor	Twelve months after the programme ends. Sooner on request. Within 10 working days if the school withdraws
Signed agreement and data agreement	Joint	Contract, then legal obligation	Record of what was agreed	Six years from the end of the agreement
Child names	School only	—	On certificates, written in and kept by the school	We never hold them. Nothing to delete
Child-level learning data	—	—	None retained by us. No individual score, rank or learning record. Aggregate whole-class counts only. Safeguarding records are the stated exception	Not applicable
Photographs	School	Consent , held by the school	Only if your school has gathered permissions and agreed it in writing first	As your permission states, and no longer
Safeguarding records	School, with our report to your lead	Legal obligation and vital interests. This is the exception to everything above	Handled under the applicable policy and your own procedures. Not part of the learning evaluation	As the applicable policy requires

Data protection impact assessments. None is needed for the schools programme as described, because no child-level or special-category data is processed. **One is in place for the supported community journey**, which processes identifiable family data under an agreed minimum-data set, privacy notice and consent route.

Continuity, and what happens if something goes wrong

If	Then
The person delivering is ill on the day	The session moves to a new date agreed with you. We do not send a substitute your school has not met , and we do not cancel without offering a date
A second facilitator is used	Only where quoted in advance, and only where they hold the same enhanced DBS check with the children's barred list. Named to you before the day
Your school wants to stop partway	Say so in writing at any point. No cost, no argument. Personal data is deleted within ten working days. Signed agreements are retained six years
A safeguarding concern arises	Reported to your designated safeguarding lead before we leave the building, and recorded under the applicable policy. It is not part of the learning evaluation
A sponsor is never found	The programme does not run, your school owes nothing, and we tell you within four weeks of your written expression of interest

The questions a governor asks, answered without deferring them

- **Who is on your premises?** One named individual, Nathan Waldron. **Any additional facilitator is named to you in advance and must hold the appropriate current check for the role before delivery**
- **What check exactly?** Enhanced DBS with the children's barred list, registered with the Update Service, so the status can be checked on the day rather than taken on trust
- **Is there a second person?** Not routinely. Where a booking needs one, they are quoted, named and checked before the date
- **Is anything recorded about a child?** No. Not a name, not a score, not an assessment. The unit of every record is the class
- **Who owns the ratings?** Your school does, as much as we do. Ask and we send them, in full, whatever you decide about continuing
- **What do you do with a disclosure?** Take it to your designated safeguarding lead before leaving the building, and record it under the applicable policy. It never enters the evaluation

Nothing on this page is deferred to a phone call. If a governor needs a document rather than an answer, it is sent the same day. A provider whose due diligence lives in a conversation is asking a school to take a risk on their memory.

The sponsor boundary, in full

A sponsor may	A sponsor may not
Be acknowledged to adults, in wording your school approves before it is used	Meet, address, be introduced to or be named to the children. No exception
Name a town or a radius they would like their money to reach	Choose your school, or ask for a named school. We have said no to this and will again
Receive a written report of what was delivered and what the ratings showed	Receive anything identifying a child, a family, or an individual teacher
Say publicly that they funded a classroom in your area, once you have agreed the wording	Put a product, a logo, a leaflet or an offer in front of a child, in any form
Ask to renew	Make renewal conditional on a result, a photograph, a quotation or a named school

If any of the right-hand column ever happened, we would tell you before you found out. It is written into the sponsor agreement rather than left to good manners.

Every policy we hold, when it came into force, and when it is next reviewed

Every document below is written, adopted and in force now. None of it is in preparation.

Safeguarding and child protection	In force from	Next review
Children and Adult Safeguarding Policy	26 July 2026	26 July 2027
Safeguarding Handbook	29 July 2026	July 2027
DBS, DSL and Safeguarding Training Statement	30 July 2026	On re-check or renewal
Safer Recruitment Policy	17 August 2026	17 August 2027
DBS and Safer Recruitment Procedure	31 January 2026	Annually
Adult Safeguarding and Trauma-Informed Response	12 August 2026	12 August 2027

Delivery and operations	In force from	Next review
Health and Safety Policy	17 August 2026	17 August 2027
Lone Working Policy	12 August 2026	12 August 2027
Emergency and Lockdown Procedure	12 August 2026	August 2027
Photography, Filming and Image Consent	19 June 2026	19 June 2027
Money Guidance Boundary and Escalation Policy	12 August 2026	12 August 2027

Data, information, people, governance and public-facing

Data and information	In force from	Next review
Privacy Policy	24 April 2026	24 April 2027
Participant Privacy and Consent	12 August 2026	12 August 2027
Information Sharing and Supported Connection Protocol	12 August 2026	12 August 2027
Confidentiality · Subject Access Request	Feb to Apr 2026	Annually
Data Protection Impact Assessment	12 August 2026	12 August 2027
Cookie Policy	Published	Annually

People, governance and public-facing	In force from	Next review
Equality, Diversity and Inclusion Policy	30 April 2026	30 April 2027
Complaints Policy	17 August 2026	17 August 2027
Whistleblowing Policy	24 April 2026	24 April 2027
Disciplinary · Grievance · Volunteer	Feb to Apr 2026	Annually
Anti-Bribery and Gifts · Anti-Money Laundering · Social Media	24 April 2026	24 April 2027
Financial Governance Note · Finance Controls	12 August 2026	August 2027
Terms and Conditions · Accessibility Statement	Feb to Jun 2026	Annually

Any document above is sent by email the day you ask, in full, with no conditions and no need to explain why. If a board or a commissioner wants the whole suite it arrives as one folder, and **our public liability insurance certificate comes with it**. Some policies are on our current template and some on an earlier one; all are equally in force.

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