

CONFIDENTIALITY and DISCLOSURE

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1.0	August 2021	Heather Lickley	August 2021
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Relationships Scotland
18 York Place,
Edinburgh,
EH1 3EP

www.relationships-scotland.org.uk
0345 119 2020
enquiries@relationships-scotland.org.uk

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1. The Principles of Confidentiality

Relationships Scotland Member Services offer confidential counselling, mediation, Child Contact Centre and other related services to clients. They will not normally disclose any information that is given to them in confidence without prior consent from the client unless they have reason to believe that someone, especially a child or vulnerable adult is at risk of serious harm or if required to do so by law. Any discussion between professionals within a Member Service or between a professional and their supervisor will not reveal the identity of clients.

Relationships Scotland Members view confidentiality as an obligation and a central part of all their activities at both organisational and clinical levels. This policy details the ways in which Relationships Scotland Members ensure that the appropriate level of confidentiality is afforded to all of its workers and clients.

We process your personal data to provide you with our services, relying on lawful bases under the UK GDPR such as performance of a contract, legitimate interests, and where applicable, vital interests or legal obligation.

Confidentiality obligations operate alongside, and do not override, individuals' rights of access to their own personal data under the UK GDPR, subject to lawful exemptions.

2. Confidentiality and the Family

If a person contacts any Member Service, then that fact and any other information the organisation holds about them must remain confidential. Even if their partner, spouse or other family member joins them at a later stage of consultation, unless they give their express permission for information to be passed on, no information can be shared. No family relationship either legal or otherwise can override individual confidentiality.

3. Consulting Children and Young People

The case records of consultations, counselling or any direct work with a child or young person will be treated as if the child is a separate client and information stored separately from their parents' file. If the child has taken part in family therapy, their information may be kept in a joint case file with other members of the family but the rules of confidentiality and client access to information still apply to all involved.

4. Confidentiality Clause for Workers

This clause applies to all workers including paid staff, sessional workers, committee members and volunteers employed by a Member Service:

'The worker will not disclose, either during or after termination of employment with *[Member Service Name]*, a Member of Relationships Scotland, any information of a confidential nature relating to *[Member Service Name]* or *Relationships Scotland*, its members or its clients to any individual or organisation outside the Service. To do so will be a breach of contract and will constitute gross misconduct.'

Should you breach this clause after your employment has ended, the organisation may take legal action against you.

5. Statements to the Media

Any statements made by a worker to a person employed by or associated with the media concerning *[Member Service Name]*, a member of Relationships Scotland, its members

or its clients must be with the written permission of the Chief Officer and must be clearly representative of approved Executive Committee policy. Breach of this clause of contract will constitute gross misconduct.

6. The Law, Codes of Ethics and Confidentiality

2.1 Data Protection

All information held about clients is subject to restrictions under the Data Protection Act 2018 and the UK – GDPR (General Data Protection Regulation). In accordance with this act Relationships Scotland Members will ensure that:

- All information regarding clients will be kept appropriately secure
- Workers must avoid taking home paperwork that would identify a family, however, if removal of papers from an office is necessary, workers must ensure that they are adequately secure, for example by identifying clients by case numbers only or, where personal information is necessary, the paperwork should be kept in a locked case or box and kept safe at all times.
- All clients will be given right of access to information about themselves which is held by the service, in accordance with the Subject Access of Records policy. It is critical that no other client's confidentiality is breached in the sharing of this information. Information which risks this confidentiality will be redacted, where necessary.

A version of Relationships Scotland Confidentiality Policy including a statement about the Data Protection Act will be made available to all service users. This will clearly state any exceptions to the policy. See Appendices.

2.2 Destruction of Records

Relationships Scotland Members retain records for between three and seven years before destroying them. Clients must be made aware of the length of time their data will be held for. It is the responsibility of a Member Service to ensure that records are destroyed at the appropriate time.

If a client record contains an identified Child Protection concern that has either been referred on to the relevant agency, or that has come to the organisation with a history from social services that record must be retained for as long as necessary for safeguarding, legal, or regulatory purposes, subject to periodic review.

The length of time client records are kept depends on the requirements of certain professional bodies which may be up to seven years.

7. The Exchange of Information with Agencies or Individuals out with the Service

Relationships Scotland Member Services are generally not covered by the Children & Young People Act (Scotland) 2014 as it only applies to 3rd sector organisations which are contracted or commissioned to provide a service by a statutory body. This means that unless there is a Service Level Agreement where any potential exchange of information is clearly set out and agreed, the details and particulars of a client's involvement with a Relationships Scotland Member Service will not be discussed with any agencies or individuals out with the Service without the client's expressed consent unless they have reason to believe that someone, especially a child or vulnerable adult,

is at risk of serious harm or if required to do so by law.

Where two Relationships Scotland Member Services are involved in a case (for example if a couple had intake meetings in different Services), relevant information can only be exchanged with the clients consent.

If a child is considered to be at risk, relevant information must always be shared with relevant professionals i.e. Policy, Social Work or Health. Where there is a Service Level Agreement between two (or more) organisations, this will stipulate that a Member Service must pro-actively share relevant information to the named person in relation to a child's wellbeing. The eight GIRFEC indicators of wellbeing are:

Safe Active	Healthy Respected	Achieving Responsible	Nurtured Included
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A Member Service is obliged to respond to requests for information as stipulated in the Service Level Agreement. If an agreement is for a particular project or area of work, then information can be requested about any client involved in this project / area of work regardless of the source of referral. You do not need to share all information but should provide information if the benefit to the child's wellbeing is likely to be greater than any negative impact. This decision lies at the discretion of the Chief Officer.

There is no statutory requirement to share information if the Member Service gets general funding not covered by a contract or service level agreement. However, it is good practice to consider situations where well-being information should be shared in the best interests of the child.

Children and their families have a right to know when information about them is being shared. Where appropriate, their consent should be sought, unless doing so would increase the risk to a child or others, or prejudice any subsequent investigation.

8. Practice Issues

Member Services must ensure:

- that clients are given information on confidentiality and its limits
- that all clients individually sign and have a copy showing that they understand the extent and nature of confidentiality within the organisation
- that all contact details and case records are stored securely
- that there is an induction on confidentiality and disclosure for all those working and volunteering within the organisation
- there are clear procedures to ensure confidentiality for acknowledging referrals to the organisation and dealing with requests for information from external sources
- there are clear procedures for the regular destruction of old case records, both paper and computer based.

9. Disclosure

Unless there is a clear and immediate risk of harm then all disclosures of confidential information should only be made following discussion and agreement with supervisors and/or managers and only authorised by the Chief Officer.

Ultimately it is the Chair and Board of Member Services who are responsible for any disclosure of confidential information. This duty though is often delegated to managers.

It is important that Member Services have procedures in place for dealing with consulting and recording actions around disclosure.

Appendix 1

Worker Confidentiality Declaration

Everyone working, in training or volunteering within any service under the auspices of Relationships Scotland is bound by a duty of confidentiality in relation to those seeking our services.

Clients expect to receive professional and ethical service in relation to their family, personal or relationship difficulties. They can expect us to maintain the boundaries of confidentiality within the limits outlined in Relationships Scotland Policy on Confidentiality and Disclosure.

Clients can expect that we will treat any information they give us with respect and be mindful of the need to hold it in a safe and secure manner.

Everyone who works or volunteers within Relationships Scotland is expected to have read the Relationships Scotland Policy on Confidentiality and Disclosure and agrees to adhere to the practice guidelines.

By signing below, you are agreeing that you have read and understood the guidelines and that you agree to protect and uphold both the principles and practice outlined.

Name.....

Position.....

Local service.....

Signed..... Date.....

Signed on behalf of the Member Service..... Date.....

This form needs to be signed by those joining the organisation and counter-signed by the Chair/Chief Officer

Appendix 2

Client Confidentiality Agreement & Privacy Statement

At [*Name of Member Service*] we are required to hold some of your personal information to be able to provide you with a service.

What do we do with your information?

Any information that you provide us with will be kept confidential within our organisation and this is the responsibility of the Chief Officer [*name person*].

We ask our clients for feedback on the services they have received. Information from client work may be used anonymously to improve our service to clients for;

- training, learning, development and assessment,
- research or publicity purposes
- to evidence our work to potential and existing funders.

Who will we share it with?

We will not disclose this information to other individuals or external agencies without your permission unless we are legally obliged to do so.

We will only break confidentiality if:

- we have concerns about the safety of a child or a vulnerable adult;
- something is said that suggests either you or your (ex) partner have benefited from the proceeds of crime (under the Proceeds of Crime Act 2002 and / or relevant money laundering regulations);
- there is violence or threat of violence before, during or after a session where the practitioner, client or other party feels it necessary to call the police, or where a practitioner or worker is a witness to an incident which results in criminal proceedings against a client;
- a disclosure is made relating to a serious crime, or if we have serious concerns about your own safety as we may have a duty to report this to the appropriate authorities.

How long do we keep client records?

We keep records for a minimum of three years and in some cases for seven years if this is a requirement of a professional body. After this time, your data will be disposed of securely. Please ask if you wish to know how long your personal data will be kept and note that if there is a Child Protection issue related to your case, we are legally obliged to keep your case notes securely forever.

What are your rights?

Further details on how to exercise this right are set out in our Client Access to Information Policy. If you wish to raise a concern about the way we hold your data, please contact the Service Manager who will investigate the matter. If you are not satisfied with our response, or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office (ICO).

I agree to my data being held as described above.

Signature (client):

Date:

The following information may be relevant to add into the statement above to reflect your needs and service provision, this includes Member Services ensuring that Children and Young People can access and understand the confidentiality and disclosure policy:

- We do not allow any unauthorised recordings;
- What you say in mediation sessions cannot be used later in court proceedings if mediation breaks down. Only factual information such as details of your property can be used in court proceedings;
- Supported or facilitated handover contact:
 - an attendance record can be requested by either party, or their legal representatives or the Court. There is a charge for this.
 - The attendance record is brief and factual. It indicates dates, times and other objective data (e.g. whether a session has been attended/cancelled/not attended; if cancelled the reasons will be given).
 - No comments as to the quality of contact will be included.
 - All relevant parties will receive a copy of the record, regardless of who requested it initially.
- Supervised Contact:
 - A written report may be requested by either party, or their legal representatives or the Court. There is a charge for this.
 - Reports are always based on factual information about contact, as observed by the contact supervisor.
 - A report can contain feedback on up to 6 contact sessions, and so they will be a summary account of individual observations.
 - All relevant parties will receive a copy of the record, regardless of who requested it initially. Both documents may include additional information only if it relates to a Health and Safety concern or incident, or a Child Safety/Welfare concern or incident that may have arisen while parents and child were engaging with staff.

Appendix 3

Client Consent for Audio Recording and/or Research

By signing this form, you agree that your Counsellor / Mediator may audio record a session of counselling / mediation for training purposes. The practitioner is either on a course of study approved by Relationships Scotland or is an experienced practitioner using the recording in supervision.

Any material recorded will only be used to support the practitioner's learning and development. It will only be heard by people approved to do so, for example, the clinical supervisor or the assessor, if they are on a course. The recording will only be used for the purpose consented for and will be deleted once this has been fulfilled. As a courtesy you will be informed once the recording is deleted.

Confidentiality will be maintained and agreed by those hearing the recording.

You can withdraw your consent for us to hold any recordings of you by contacting the Member Service.

Clients

I/We consent to the mediation / counselling session to be recorded and used either as a resource in supervision or in conjunction with an approved course of study.

Name..... Signed..... Date.....
Name..... Signed..... Date.....

Counsellor / Mediator

I agree to protect the confidentiality and identity of the above clients in accordance with the Code of Practice governing my practice.

State Code of Practice:

Name..... Signed..... Date.....

Appendix 4

Mediation Practice Guidelines

The Civil Evidence (Family Mediation) (Scotland) Act 1995

This Act establishes the basic principle that no information as to what occurred during family mediation shall be admissible as evidence in any civil proceedings. This Act does not apply to criminal proceedings.

The Act offers legal protection only to Family Mediation conducted by a person accredited to be a Family Mediator and working for an approved organisation. The protection is not for any other workers or for mediators when they are performing any additional role for the service other than Family Mediation.

Exceptions to the inadmissibility of evidence within the Civil Evidence Act:

- Information about any contract that has been entered into or the fact that no contract was entered into during Family Mediation. Note that information about contracts IS admissible as evidence in Civil proceedings. Refer to the Guidelines for Family Mediators on written Case Work for more detailed practice guidance.
- Where the proceedings relate to a Child Protection issue.
- Where the proceedings relate to damage to property or personal injury alleged to have been caused during Family Mediation.
- Where every participant in the Family Mediation (other than the Mediator) agrees that the information as to what occurred in the sessions should be admitted as evidence.

Client Confidentiality

There are circumstances in which it may be appropriate to breach client confidentiality, irrespective of whether there are Civil Proceedings. Appendix 2 outlines when confidential information may be disclosed. These exceptions to the rule of confidentiality are also detailed in the Code of Professional Conduct for Family Mediators, Section 3.5.

Trainee Mediators

Trainee Mediators should be aware that the Relationships Scotland Confidentiality Clause for Workers, Section 1.4, applies to them both before and after their training has been completed. However, they are not afforded legal protection under the Civil Evidence Act until they are Accredited by Relationships Scotland as a family mediator.

Rule of Court referrals and referrals from other agencies

Where clients are referred to a Member Service by a Rule of Court or from solicitors, social workers, court reporters etc., information given out to these agencies about clients will be restricted to the following:

- Whether each parent made contact with the service (dates/times).
- Whether each parent attended for an individual meeting (dates/times).
- Whether or not mediation is going ahead (dates/times).
- If mediation does not go ahead, a statement to explain the reason for this, i.e. one or other parent does not wish to use the service or the service does not consider mediation appropriate.
- Whether parents reached agreement in mediation.
- Whether a case will need to be continued until mediation is completed.

Unless there is a clear and immediate risk of harm then all disclosures of confidential information should only be made following discussion and agreement with supervisors and/or managers and only authorised by the Manager.

Ultimately it is the Chair and Board of Member Services who are responsible for any disclosure of confidential information. This duty though is often delegated to Managers. It is important that Member Services have procedures in place for dealing with consulting and recording actions around disclosure.

Appendix 5

Child Contact Centre Practice Guidelines

Child Contact Centres – Rule of court referrals and referrals from other agencies

Where clients are referred to a Child Contact Centre service by a Rule of Court or from solicitors, social workers, court reporters etc., i.e. not a direct referral from a Service user, information given out to these agencies about clients will be restricted to the following:

For Supported contact:

- A report of attendance for each contact
 - The arrival and departure dates and times; or does not attend
- A factual report of contact cancellation or postponement due to:
 - Distress of the child
 - Aggressive or violent behaviour by a client, putting the child and others at harm
 - Inappropriate behaviour by a client while using a Centre
 - A client arriving at the Centre under the influence of alcohol
 - Any other health & safety issue not mentioned above
 - Any other child protection issue not mentioned above

For Supervised contact:

- A factual report written by a trained practitioner observing the contact.