



FROM THE WEBSITE OF CELTIC KNOT –
SOLICITORS AND SOCIAL WORKERS



CELTIC KNOT STANDARDS

A – CELTIC KNOT CONFIDENTIALITY

Our Confidentiality Policy

A. Confidentiality Statement

Celtic Knot is committed to providing a confidential advice service to its clients. Celtic Knot believes that principles of confidentiality must be integrated across all aspects of services and management. Celtic Knot believes its clients deserve the right to confidentiality to protect their interests and safeguard Celtic Knot's services.

Celtic Knot recognises that clients need to feel secure in using its services in a confidential manner. Celtic Knot will ensure that wherever requested, all clients are afforded confidential interview space and will ensure that mechanisms are used so that no breach of confidentiality can occur inadvertently.

B. Definitions of Confidentiality and Consent

Celtic Knot understands confidentiality to mean that no information regarding a client shall be given directly or indirectly to any third party external to the staff of the organisation without that client's prior consent to disclose such information.

Celtic Knot recognises that all clients should normally be able to access its services in confidence and that no other person should ever know that they have used Celtic Knot's services.

'Consent' means informed consent, and where information is sensitive, it also means explicit consent.

Explicit consent does not require your signature, but does require some act on your part. Because we place emphasis on information technology in transacting business, you should note that explicit consent can be taken from (a) an e-mail from your notified e-mail address; and (b) a telephone call (which may be recorded for this purpose, but you will be notified of any recording).

C. Limits and constraints on confidentiality

(1) Disclosures to which you have explicitly consented

On becoming a client of Celtic Knot, you will have been informed of how the information you give us will be used, and will have given written consent, as follows:

- a) **Within Celtic Knot** The information will be used in order to provide you with our services. This includes our internal arrangements to provide support and supervision to our staff.
- b) **To carry out conflict of interests checks** Solicitors working for Celtic Knot also work for Birmingham Law Centre. We are required to check that no conflict of interests arises between your interests and that of any other client we may be acting for. **You therefore consent to us checking the records of both organisations to prevent such a conflict arising.**
- c) **With third parties** The information you give us will only be used to contact other organisations on your behalf if you give us permission to do so. You are not giving us permission just by signing the Celtic Knot Standards statement.
- d) **With our suppliers** We may use other organisations to supply goods and services for us. For example, we may use external organisations to supply administrative support. We may also use costing services, bookkeepers and accountants. These people need enough information about you, on a confidential basis, to supply the goods and services.
- e) **With auditors of the quality of our work** We are potentially subject to audit by regulators. The auditors are monitoring our work and undertake to keep your details confidential.

Additionally or alternatively, if you enrol for our online course materials, you consent to your details being shared with others enrolled on the same course. This facilitates online forums and discussion groups, and is in the Terms and Conditions you accept when enrolling. You can unenrol at any time.

(2) Disclosures to which you implicitly consent

Where you are involved in proceedings which are in public (for example a court case that is heard in public), then you implicitly consent to disclosure to the extent that that information is part of the public record.

(3) Disclosures to which you will be asked to consent

If you want us to contact a third party organisation on your behalf, we will ask for your consent, normally signed consent, to do so. You are not giving us permission just by signing the Celtic Knot Standards statement.

If you want a complaint to be independently investigated, you will need to give consent to the disclosure of information to inform that investigation.

(4) Disclosures we may make without your consent

- a) **Money laundering and terrorist financing** Solicitors are under a professional and legal obligation to keep the affairs of clients confidential. This obligation, however, is subject to a statutory exception: recent legislation on money laundering and terrorist financing has placed solicitors under a legal duty in certain circumstances to disclose information to the Serious Organised Crime Agency (formerly the National Criminal Intelligence Service). Where a solicitor knows or suspects that a transaction on behalf of a client involves money laundering, the solicitor may be required to make a money laundering disclosure. If this happens, we may not be able to inform you that a disclosure has been made or of the reasons for it because the law prohibits “tipping-off”.

You can find more information on the [Money Laundering pages of the Law Society's website](#).

- b) **Disclosures of abuse and other unlawful activities** We may reveal confidential information to the extent that we believe it to be necessary to prevent you or a third party committing a criminal act that we reasonably believe is likely to result in serious bodily harm.

There may be exceptional circumstances involving children where we would reveal confidential information to an appropriate authority. This may be where our client is a child and reveals information which indicates continuing sexual or other physical abuse but refuses to allow disclosure of such information. Similarly, there may be situations where an adult discloses abuse either by himself or herself or by another adult against a child but refuses to allow any disclosure. We will consider whether the threat to the child's life or health, both mental and physical, is sufficiently serious to justify a breach of the duty of confidentiality.

In proceedings under the Children Act 1989 we are under a duty to reveal experts' reports commissioned for the purposes of proceedings, as these reports are not privileged.

You can find more information on confidentiality and unauthorised disclosure on the [Law Society's website](#).

D. Ensuring the effectiveness of the policy

Celtic Knot will monitor this policy to ensure it meets statutory and legal requirements including the Data Protection Act, Children Act, Rehabilitation of Offenders Act and Prevention of Terrorism Act. Training on the policy will include these aspects.

Existing and new workers will be introduced to the confidentiality policy via induction and training. The policy will be reviewed regularly.

This policy has been adopted by Celtic Knot on 31st July 2006.