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# **POLICY ON THE USE AND COLLECTION OF IMAGES OF CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS**

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Open Spaces  
Department

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Adopted: ENTER DATE

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## Definitions

For the purposes of this policy, children are those under sixteen years old. Young people are those aged sixteen or seventeen. Adults are those aged eighteen or over.

Vulnerable adults are defined as individuals who may be in need of community care services, by reason of disability, age or illness and are, or may be, unable to take care of, or protect themselves against significant harm or exploitation.

## Scope of the Policy

This policy concerns images of children, young people and vulnerable adults taken by members of staff of the Open Spaces and images taken by others and published or shared by Open Spaces. Images taken of crowds at events with no child, young person or vulnerable adult as a focal point or readily identifiable are excluded from this policy. Licenses are issued for photo shoots and filming by third parties on Open Spaces sites. This policy does not apply to these events, where organisers would be expected to obtain consents themselves.

## Rationale for Policy

This policy was developed to ensure compliance with the Data Protection Act 1998 and to promote the safeguarding of children and vulnerable adults visiting City of London Open Spaces.

## Taking photographs, images or video footage of children, young people and vulnerable adults

Consent must be sought for all photographs, pictures, images or recordings of children, young people and vulnerable adults.

Where a child is under sixteen years consent can only be granted by the child's parent or legal guardian. If a young person is sixteen or seventeen and deemed able to understand the concept of consent they can grant consent themselves.

Forms for individual and group consent are included in appendix one. This form must be used for all images or footage of children, young people and vulnerable adults.

## **Storing photographs, images or video footage of children, young people and vulnerable adults**

Each site must store all images in a secure image library on City of London servers or a local hard drive which is stored in a secure area. Photographs must be stored with the relevant consent form. All archive images and video footage of children, young people and vulnerable adults which does not have relevant consents should be purged from files by the end of 2015. This provides a period of time in which a library of images and footage with correct permissions can be created and used in all new publications.

## **Using and re-using externally owned photographs**

Permission to use and re-use images or footage provided to the City of London by an external organisation must be secured. A form for completion by an external supplier of an image or footage is at appendix two.

This form must be completed whenever footage or images of children, young people or vulnerable adults is given or sold by an external organisation to Open Spaces.

The form acts as a license from the external organisation to the City of London granting us permission to use and re-use images and footage and confirms that the organisation has the photographer's permission to provide the images to use as proposed. In addition it provides confirmation that the organisation has consent from the subject of the image for third parties to use the image as proposed. The form allows for the statement of conditions to use of the image or footage which might include an expiry date on the agreement.

Where the City of London Open Spaces have used a photograph that has not been taken by a member of the internal team, it is our policy to credit the external photographer adjacent to or within the copy accompanying the image, but only to do this if requested by the original photographer when images are transferred or published. This credit will take the format of the photographer's name only

## **Retaining and publishing images of children and young people**

Images of children and young people should only be retained and used with:

Written consent as detailed above

A license from the organisation which owns the right to the image as detailed above

Records of all consents obtained must be stored with the images or footage.

Images and footage should be retained for no longer than four years, unless consent has been sought to store and use the image for longer than this, after which they should be securely deleted or destroyed. Permission forms should be kept for a further two years in case images have been used on printed materials.

## Sharing images of young people

Where the City of London has proper consent as detailed above, images may be shared with other City of London departments for use for the same purposes as detailed in the consent form. When images are shared internally receiving Departments must be made aware in writing of these conditions and purposes as set out in the consent forms for each image.

Unless specific permission is sought separately in no circumstances should the image, picture or video clip be published or shared with third parties. Images, pictures and video clips must be used only for City of London promotional purposes.

If Open Spaces receives images or footage from other City of London departments, consent forms must be received to accompany each image or footage.

## Copyright

Officers must ascertain the copyright position for any image or footage they use. Copyright arises automatically and does not depend on completion of any formalities such as registration. The first owner of copyright is the author of the work. The major exception is where such work is made in the course of employment, in which case the employer owns the copyright.

Commissioning and paying for work does not procure copyright. Contractors and freelancers own the first copyright in their work unless the commissioning contract agrees otherwise. Photographs or footage published on the City of London website for which copyright is not owned by the City of London must have a credit attached to them.

## APPENDIX ONE

# City of London Open Spaces

**Consent to use photographs, images and video footage in/on City of London publications, website, training and promotional materials.**



### 1. To be read by the parent / legal guardian or child themselves if aged 16-18

The City of London uses and retains images (photographs, visual recordings etc.) of children and young people for promotional purposes, e.g. informing the public about services provided by the City of London. These images or footage may appear in City of London publications, on our website or both. Images and related personal information provided will not be used for any other purpose.

To comply with the Data Protection Act 1998, we need permission to use images of you / your child.

### 2. To be filled in by the parent/legal guardian or child aged 16-18.

Name of person giving consent:	
Name of child / youth:	
Address:	
Contact number:	
Email address:	
Comments:	
May we use your / your child's picture or video in City of London printed publications and on our website? Please circle your answer:	Yes      No

### 3. Conditions

- This form is valid for four years from the date of signing. Your consent will automatically expire after this time.
- We will not re-use any images or footage after this time. Images and footage will be securely deleted unless we contact you to renew your consent.
- Your/your child's image and related personal information will not be given to third parties and will only be used by the City of London for promotional purposes.
- We will not include your/your child's personal details or full names with an image, whether on our website or printed publications, without consent (including contact details).

- Please note that websites can be seen throughout the world, and not just in the United Kingdom where UK law applies.

I have read and understood these conditions of use and give my consent for the City of London to use and retain the images.

Signed:		Date:
Office use only:	File name:	Location:



# City of London Open Spaces

## Consent to use photographs, images and video footage in/on City of London publications, website, training and promotional materials.



### Pre-consent for arranged group events and activities

- 1. Group organiser please pass this form to each parent / legal guardian or child themselves if aged 16-18 to read/complete the following:**

The City of London uses and retains images (photographs, visual recordings etc.) of children and young people for promotional purposes, e.g. informing the public about services provided by the City of London. These images or video footage may appear in City of London publications, on our website or both. Images and related personal information provided will not be used for any other purpose.

To comply with the Data Protection Act 1998, we need permission to use images of you / your child. Please complete this form to indicate your consent. Full conditions are stated below/overleaf.

- 2. To be filled in by the parent/legal guardian or child (only if over the age of 16).**

Name of person giving consent:	
Name of child / youth:	
Address:	
Contact number:	
Email address:	
Comments:	
May we use your / your child's picture or video in City of London printed publications and on our website? Please circle your answer:	Yes      No

### 3. Conditions

- This form is valid for four years from the date of signing. Your consent will automatically expire after this time.
- We will not re-use any images or footage after this time. Images and footage will be securely deleted unless we contact you to renew your consent.

- Your/your child's image and related personal information will not be given to third parties and will only be used by the City of London for promotional purposes.
- We will not include your/your child's personal details or full names with an image, whether on our website or printed publications, without consent (including contact details).
- Please note that websites can be seen throughout the world, and not just in the United Kingdom where UK law applies.

I have read and understood these conditions of use and give my consent for the City of London to use and retain the images.

Signed:		Date:
Office use only:	File name:	Location:

**APPENDIX TWO**

**City of London Open Spaces**

**Consent to use photographs, images and video footage in/on City of London publications, website, training and promotional materials.**



**Consent and license for re-use of externally owned photographic images or video footage**

Owner:	
Image/s or video:	<i>NB: attach schedule to this form if there is more than one image.</i>
Subject: (name or description of person in image/video):	
Photographer:	

Thank you for your agreement to allow the City of London to re-use the photographic images or video footage of the subjects referred to above.

Please would you complete and sign this document to confirm that you have:

1. The consent of the Subject(s) of the Image(s)/Video(s), or where appropriate their parents or legal guardians, for the use continued re-use of the Images(s)/Video(s) and consent for you to provide these to the City of London for use and re-use by all its Departments in accordance with the Fair Use Policies and for all reasonable and proper uses specified
2. Either, the rights in the Image(s)/Video(s), which you may licence for use or continued re-use, or a license from the photographer for the use and continue re-use of the Image(s)/Video(s) and to sublicense the Image(s)/Video(s) to the City of London for use and re-use by all its Departments.

Signed:		Date:	
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I / We (name of organisation)..... hereby warrant and confirm that either I/we have the rights in the image or the photographer has licensed and consented to our use and re-use and sub-licensing of the Image/s, and the Subject(s) (or their parents or legal guardian) have given their permission in writing for the use and re-use of the image by us and for us to sub-licence the licensed consent and the permission to use and re-use the image to the City of London Corporation for use and re-use by all its Departments in accordance with the following Fair Use Guidelines and (name of organisation) hereby agrees to indemnify the City of London Corporation in respect of any breach of this warranty.

Images not to be used after: <i>Date</i>	Permitted use of images: <i>No's.</i>
Name or other personal details not	Images not to be further released or sub

published.	licenced
Other restrictions:	
Signed:	Date:
Name:	On behalf of: <i>Organisation, telephone and address</i>