



**THE BETTERING LIFE
FOUNDATION**

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SAFEGUARDING POLICY

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- A. Legal Framework
- B. Code of Safer Working Practice
- C. Terms & Conditions for Grants to Third Party Organisations

PURPOSE

1. This policy outlines The Bettering Life Foundation's (**the Foundation**) commitment to safeguarding, its responsibilities, an assessment of potential risks, steps taken to reduce those risks and the steps that should be taken in the event of the Foundation becoming aware of a safeguarding issue.

POLICY STATEMENT

2. The Bettering Life Foundation is committed to pro-actively safeguarding children, young people and vulnerable adults¹ with whom the trustees, members or staff, or anyone acting on our behalf, come into contact, during fundraising, benevolence or outreach activities. Examples of Foundation activities in which staff may encounter children and or vulnerable adults include: work experience students under 18; school visits; community sports projects; national and regional participation events.

3. The Foundation must ensure that appropriate due diligence is carried out on any third-party organisations acting on behalf or in conjunction the Foundation, ensuring that they have appropriate systems of control in place, including adequate safeguarding policies and procedures.

4. The welfare and safety of the person at risk is paramount. All vulnerable people, regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity, have a right to equal protection from all types of harm or abuse. Some of our beneficiaries and supporters are additionally at risk because of the impact of previous experiences, their level of dependency, communication needs or other issues.

5. The Foundation takes all reasonable care to protect its beneficiaries and supporters and complies with the Institute of Fundraising guidance on treating donors fairly. The Foundation will never exploit vulnerability and will do everything it can to ensure that potential donors are able to make an informed decision about the support they choose to give.

6. The Foundation is committed to the promotion of equality of opportunity. The Foundation's Equal Opportunities Policy aims to eliminate all forms of unlawful and unfair discrimination, both direct and indirect, from its employment practices.

LEGAL OBLIGATION

7. Safeguarding is a complicated business and exists within a framework of both criminal as well as civil law. Legislation is supported by a body of statutory guidance. The Foundation, as a voluntary organisation, must comply with Section 11 of the Children Act 2004, specifically the legal framework in statutory guidance "Working Together to Safeguard Children 2015", and the Care Act 2014. It is also under a duty to ensure that anyone that provides a service on the Foundation's behalf also complies with Section 11.

¹ For the purpose of this document, by 'vulnerable' we are referring to children and young people under 18 years of age or to a person who is 18 years of age or over, and who is or may be in need of community care services by reasons of mental or other disability, age or illness (whether they are receiving such care or not) and who is unable to take care of himself/herself, or unable to protect himself/herself against significant harm or exploitation.

8. We will seek to fulfil our legal obligation (legal framework details at Annex A) and commitment to proactively safeguard and promote the welfare of the Foundation's beneficiaries and fundraisers through:

- a. the production of a policy and procedures with a clear line of accountability, to which all will comply;
- b. a senior board level lead – the designated manager - to take leadership responsibility for the Foundation's safeguarding arrangements; to act as the organisational interface with the Local Authority whenever a situation arises;
- c. a culture of listening to children and vulnerable adults and taking account of their wishes and feelings, both in individual decisions and the development of any events/services;
- d. clear whistleblowing procedures which are suitably referenced in staff training and codes of conduct;
- e. arrangements which set out clearly the processes for sharing information with other professionals and with the Local Safeguarding Children Board (LSCB) and equivalent Local Safeguarding Adults Board (LASB);
- f. the safer recruitment for individuals whom the Foundation will permit to work regularly with children or vulnerable adults, carrying out the appropriate level of Disclosure and Barring Service (DBS) (and Devolved administration equivalents) checks, depending on their access to children and or vulnerable adults;
- g. appropriate supervision and support for staff, including undertaking safeguarding training;
- h. ensuring that staff are competent to carry out their responsibilities for safeguarding;
- i. clear policies in line with those from the LSCB /LASB for dealing with any allegations; responding without delay to concerns and complaints regarding actual or potential abuse, harm or maltreatment.

9. This policy applies to all employees, Trustees, volunteers and anyone working on behalf of The Bettering Life Foundation. It is as relevant to our fundraising and regional staff as it is to our grants and welfare staff.

RESPONSIBILITY AND ACCOUNTABILITY

10. Trustees are overall responsible for safeguarding, even if certain aspects of the work are delegated to the Chief Executive and staff. They should proactively safeguard and promote the well-being and welfare of the Foundation's beneficiaries, staff and volunteers and others who come into contact with the Foundation. This is a key governance priority.

11. The issue of safeguarding is subject to regular reviews at Board level and is reported on by exception at Board of Trustees' meetings. In addition, 'Safeguarding' will be reported upon in the Annual Report and Accounts. Given the nature of the Foundation's activities, there is a requirement for a lead Safeguarding Trustee to be appointed. The Bettering Life Foundations' lead Safeguarding Trustee is Habeeb Ogunbadero.

12. The Foundation's Trustees will support the nominated lead for safeguarding policy and management. The Foundations' Safeguarding Lead will always report directly to Trustees.

RISK ASSESSMENTS

13. Our Trustees have a duty to manage risk and to protect the reputation and assets of the Foundation. It is therefore vital that Trustees assess the risks that arise from the Foundation's activities and operations involving children and vulnerable people and develop and put in place appropriate safeguarding policies and procedures to protect them. They must also undertake on-going monitoring to ensure that these safeguards are being effectively implemented in practice. This is critically important because on occasion charities may be targeted by people who abuse their position and privileges to gain access to vulnerable people, or their records, for inappropriate or illegal purposes.

14. Key safeguarding risks for the Foundation are:

- potential abuse of children, young people or vulnerable adults occurring during Foundation fundraising activities, through failure to safeguard them;
- potential abuse of children, young people or vulnerable adults occurring during third-party organised activities, supported by funding from The Bettering Life Foundation;
- ensuring that those who run activities that include vulnerable beneficiaries have the expertise, knowledge and skills to do so properly;
- failure to deal with any incident responsibly, appropriately and in a timely manner;
- failure to ensure that Trustees are clear about their responsibilities for safeguarding;
- failure to ensure that staff, Trustees and volunteers coming into frequent contact with children, young people or vulnerable adults are appropriately vetted;
- the reputational risk of damaging public trust and confidence in the Foundation through the occurrence of any alleged or actual incident.

15. The Foundation seeks to manage effectively the risks associated with activities and events through departments/teams:

- completing a risk assessment process which involves identifying risks and means of reducing or eliminating them, for any new activities or events involving or potentially involving children and or vulnerable adults, and if changes are being made to activities or events involving or potentially involving children and or vulnerable adults;
- implementing the required actions identified by the risk assessment process and reviewing the effectiveness of these on a regular basis;
- ensuring that the appropriate DBS or basic disclosure checks are conducted, depending on eligibility, for any individuals working with children or vulnerable adults;
- requiring that new employees and individuals working with children or vulnerable adults familiarise themselves with the content of this policy and the Code of Safer Working Practice.

CODE OF SAFER WORKING PRACTICE

16. The Code (at Annex B) is provided for all those across the Foundation to follow, in working and volunteering with children, young people and vulnerable adults. The Code represents the behaviours which constitute safe practice. As such it will assist those working with children and vulnerable adults to do so safely and responsibly, enabling each to monitor their own standards of integrity and good practice. The Code sets clear expectations of behaviour and codes of practice which serve to reduce the possibilities of positions of trust being abused or misused, or false accusations being made.

PARTNERING ORGANISATIONS

17. We must exercise due diligence with our partnering organisations that deliver welfare services on our behalf and conduct face-to-face, in-person visits to any of our financially supported beneficiaries.

18. In engaging with other charities or organisations under contract to deliver service provision/welfare support, it is the Foundation's responsibility to ensure that each of these organisations provides assurances to the Foundation that it has adequate safeguarding policies and procedures (this is a contractual obligation), that are reviewed regularly, under which the quality of delivery would be subject to routine scrutiny, and that the details of any safeguarding incident which might have an impact on the Foundation, anyone involved with the Foundation or its reputation are advised to us in a timely manner. Without such policies and procedures, the Foundation will not engage or contract any organisation to deliver welfare services on our behalf.

19. This check is set out in our Foundation's Terms & Conditions for making grants to third party organisations (at Annex C) and is subject to audit to ensure compliance.

INCIDENT REPORTING

20. Staff, volunteers and Trustees need to be aware of their responsibilities for reporting concerns in relation to safeguarding matters and the circumstances in which they should make a referral to the Local Authority² or police if necessary.

21. Safeguarding concerns about children, young people and vulnerable adults and others who come into contact with the Foundation will be diligently and promptly responded to, recognising the sensitivity it may hold for those involved. Where there is a concern, this should be reported to the appropriate person (Chief of Staff or Chief Executive) immediately where possible, but at least within 24 hours, to determine what action, if any, must be taken. This will enable each situation to be investigated thoroughly, whilst treating the parties involved fairly and with sensitivity. It will also ensure that suitable steps are taken as a result of any investigations, which may include contacting the police and/or fulfilling the legal duty to refer information to the DBS and/or the Local Safeguarding Children Board (LSCB) or Local Safeguarding Adults Board (LSAB) as required. Not all concerns justify a notification to the LA but must still be recorded.

²The Local Authority is the focal point for all reports, alerts, concerns or notifications of possible abuse.

22. The Trustees acknowledge their duties to make a Serious Incident report to the Charity Commission and a report of a Notifiable Event made to the Office of Scottish Charity Regulator (OSCR) and other relevant bodies if:

- there has been an incident where someone has been abused or mistreated (alleged or actual) and this relates to the activities of the Foundation;
- beneficiaries of the Foundation have been, or are alleged to have been, abused or mistreated while under the care of the Foundation, or by someone connected with the Foundation, for example a Trustee, staff member or volunteer; or
- there has been a breach of procedures or policies at the Foundation which has put beneficiaries at risk, including a failure to carry out checks which would have identified that person is disqualified under safeguarding legislation, from working with children or adults.

SAFER RECRUITMENT

23. As some of the Foundation's activities involve regular contact with children or working in 'regulated activity' with adults at risk, the Foundation has a responsibility to ensure the suitability of those Trustees, employees and volunteers who may work with, or encounter children and adults at risk.

24. The Foundation's recruitment process as well as the quality of our employment contracts are critical to our approach to safeguarding; they must be sufficiently rigorous, robust and appropriately reviewed. The Foundation's recruitment policy states that Trustees, members and volunteers always have a valid enhanced DBS check, as it an important tool in ensuring that the person is suitable to act. Any requirement for a DBS check is spelt out in all of our literature and on our website.

25. The Foundation registered with Charities Commission will be a registered body with the DBS and able to obtain the appropriate level of DBS checks on staff, volunteers and Trustees. However, DBS will only issue the disclosures to applicants, so it is incumbent on the HR Manager to ask the applicant/staff member to see their DBS Certificate.

26. As part of recruitment good practice, the Foundation will also make other checks, as undertaking DBS checks is not enough on its own; for example, taking up two references for successful candidates and questioning employment gaps, declaring unspent or relevant criminal convictions, as part of our robust recruitment process.

27. In Scotland, the Protection of Vulnerable Groups (PVG) scheme applies instead of DBS Checks, with PVG checks carried out through Disclosure Scotland.

TRAINING

28. Training will be provided for conducting risk assessments in relation to working with children and vulnerable adults.

29. All new members of staff must be made aware of this policy, as with all of the Foundation's policies and given time to read it, understand it, discuss it and then sign off on it during their induction period.

30. All relevant Safeguarding training and refresher training will be provided and monitored, in line with current legislation.

31. Critical to training outcomes is that staff should always know to whom to report concerns.

RELATED POLICIES

The Foundation's policies related to this Safeguarding Policy are:

- Data Protection Policy
- Disciplinary policy, grievance and appeals procedure
- Equal Opportunities Policy
- Health and Safety Policy
- Recruitment Policy
- Whistleblowing Policy
- Serious Incident Reporting Policy

POLICY REVIEW

32. This policy will be reviewed by the designated lead annually (or whenever the need arises, whichever is sooner) and the refreshed version presented to the Board for review.

33. This policy does not form part of any employee's contract of employment and the Foundation may amend it at any time.

Annexes:

- A. Legal Framework
- B. Code of Safer Working Practice
- C. Terms & Conditions for Grants to Third Party Organisations

THE BETTERING LIFE FOUNDATION –

SAFEGUARDING POLICY LEGAL FRAMEWORK

The Foundation's Safeguarding Policy has been drawn up based on law and guidance that seeks to

protect children and vulnerable people:

- Children Act 1989
- United Nations Convention on the Rights of the Child 1991
- Data Protection Act 1998
- Sexual Offences Act 2003
- Children Act 2004
- Charities Act 2011
- Safeguarding Vulnerable Groups Act 2006
- Equality Act 2010
- Protection of Freedoms Act 2012
- Care Act 2014
- Modern Slavery Act 2015
- Statutory Guidance "Working Together to Safeguard Children 2015"
- Charity Commission guidance: 'how to protect vulnerable people' and 'Strategy for dealing with Safeguarding issues in Charities'
- Relevant government information on safeguarding vulnerable people
- Institute of Fundraising - Treating Donors Fairly
- The Code of Fundraising Practice – The Fundraising Regulator

The primary legislation covering safeguarding for adults is the Care Act 2014.

"Working Together to Safeguard Children 2015" mandates safeguarding arrangements for organisations such as The Bettering Life Foundation, promoting the welfare of children. This inter-agency guidance is due to be re-issued in 2018.

THE BETTERING LIFE FOUNDATION –

SAFEGUARDING POLICY CODE OF SAFER WORKING PRACTICE

Members of staff, volunteers and Trustees should:

- Consider the wellbeing and safety of event participants in advance through proper planning and development of safe methods of working/activities;
- treat all children, young people and vulnerable adults with respect and dignity, keeping your own language, attitude and body language respectful;
- actively communicate with children, young people and vulnerable adults and where possible involve them in planning and running of activities;
- develop a culture where staff, children and vulnerable adults feel comfortable to point out inappropriate attitudes and behaviour in each other;
- make it plain to whom someone can speak about a personal concern, and be proactive in addressing concerns and allegations;
- keep physical contact specific to the needs of the activity and always seek permission from the person first;
- never use rough play, sexually provocative words and games or any forms of physical punishment;
- never scapegoat, ridicule or reject a child or vulnerable adult, or allow others to do so;
- avoid one-to-one access with children and young people; make sure that others can clearly observe you;
- avoid personal relationships with a child or vulnerable adult;
- obtain consent for any photographs/videos to be taken, shown or displayed;
- remember that inappropriate behaviour can also occur over the telephone, email, social media or internet – communication through social media should only be on public pages and avoid colloquial language/abbreviations which may be misinterpreted e.g. LOL;
- report incidents of alleged abuse.

THE BETTERING LIFE FOUNDATION –

SAFEGUARDING POLICY

TERMS AND CONDITIONS APPLICABLE TO THE AWARD OF A GRANT

(Paragraphs 1.10, 1.11 and 1.12 specifically refer to Safeguarding)

Any grant is subject to the general terms and conditions which are set out below and the Foundation's Grant Making Policy. Any deviations to these will be set out in your grant award letter. By accepting a grant, you agree that you have read, understood and agree to these terms and conditions. Any questions should be raised to the trustees at the earliest opportunity.

1. Project/Activity

1.1 You will use the grant exclusively for the project outlined and within the timescale, if any, specified in your application. If you are unable to use the grant, in whole or in part, for the purpose or within the timescale for which it was designated, you will inform us in writing immediately.

1.2 You understand that any grant awarded is made by The Bettering Life Foundation. The Foundation accordingly does not expect your fundraising department to make applications for additional funding for the same or another project without notifying ourselves beforehand. Any such application may result in the need to repay the grant awarded, in accordance with Clause

3.4. Any application made or funding received from The Bettering Life Foundation for the same or another project must be declared within the application.

1.3 You will hold any unused part of the grant on trust for the Foundation at all times, and will, if appropriate, repay any unused grant to us immediately on request.

1.4 You will ensure that all current and future members of your governing body and executive team understand these Terms and Conditions while the Grant Award document remains in force, normally 12 months.

1.5 You will inform us, as soon as practical, about any significant changes in facts or circumstances that may have an impact on the project that we are funding or on your organization as a whole. Examples are not limited to, but might include: a change of post holder if we are funding a specific post; the departure of a key member of staff such as CEO; a severe funding crisis; any change of control of the grant recipient; or, any other threat to the viability of the organisation or project, including any 'reputational' issues that will be made public. However, you agree to inform the Foundation in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland, HM Revenue & Customs Fundraising Regulator, Information Commissioners' office or any other regulatory body.

1.6 You agree to take all reasonable steps to make satisfactory progress with the project and to complete it within the timescale specified in your application. You will inform us if there are any difficulties that may hinder or prevent you from fulfilling your obligations. You note

that The Bettering Life Foundation accepts no liability either now or in the future for the consequences of the delivery of the project/activity including contract negotiations, maintenance, repair and replacement of buildings, equipment or items purchased and all legal and insurance liabilities.

1.7 We will expect you to acknowledge the grant publicly as appropriate and as practical. In particular, we would expect you to acknowledge our support in any published documents that refer to the project, including any advertisements, accounts and public annual reports or in written and spoken presentations about the project. We will, if our grant award is over £50K, expect you to insert a comment in the main body of your Annual Report and or Impact Report. Should the grant be in excess of £100K, formal acknowledgement of the award in the form of a paragraph in your Annual Accounts and/or Impact Report, would be required and we are available to help draft any text as appropriate. We will expect you to follow our branding and publicity guidelines at all times and liaise with our Communications Team at the earliest opportunity. We would also expect you to acknowledge our support on your website and social media channels. You will keep us informed of any significant media interest, whether local, regional or national, in the project or the support given to the project and/or your organization by The Bettering Life Foundation, especially if that interest is potentially negative or may damage the reputation of the Foundation.

1.8 No licence is granted to use the Foundation's name, logo and branding, except as permitted by the Charity in accordance with clause 1.7.

1.9 You agree to provide to The Bettering Life Foundation case studies and quality photos (if appropriate) clearly demonstrating the impact of the project on the individual and/or group concerned. You understand that steps may need to be taken to protect beneficiary confidentiality.

1.10 You will at all times comply with Data Protection Legislation. Data Protection Legislation shall mean (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ('GDPR') is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

1.11 You agree to comply with all laws and this will include but without limitation compliance with all charity law, the protection of children, young people and adults at risk legislation, employment legislation, equality legislation, planning, health and safety requirements and procurement legislation and you will obtain all relevant legal or regulatory approvals, copyright and other consents and licences necessary for the Activity to be delivered. In particular, but without limitation, you will ensure that all staff or volunteers involved in the delivery of medical and /or specialist activities or therapies are professionally trained and fully and appropriately qualified and insured.

1.12 If your project involves work with children or vulnerable adults we will expect you to take all reasonable steps to ensure their safety. In particular, we expect you have a written

policy and set of procedures in place at all times to safeguard individuals and ensure that your staff have the relevant DBS, Disclosure Scotland or PVG clearance. You agree to provide us with details of any instances relating to safeguarding in the previous two year period, as highlighted in the grant application.

1.13 You understand that we may reproduce any part of your application or subsequent information supplied by you for any purpose as we see fit, without any right of claim by you in respect of copyright.

2. Project/Activity Progress Reports

2.1 You will monitor the progress and impact of the project and complete any reports we may request from time to time using the forms that we supply, so that we can satisfy ourselves that the terms and conditions of the Grant Award have been and continue to be met.

2.2 We will expect you to update us on progress of the project and will provide any further information we may ask for from time to time about the project or about your organisation, and its activities, the number of users and other beneficiaries and such other information relating to the project as we may reasonably request. We may use this information to monitor or publicise the project and/or evaluate our grants programme.

2.3 The recipient should maintain all invoices, receipts, accounts and other relevant documents relating to the expenditure of the grant for a period of at least six years following receipt of the grant to which they relate. This would be required to comply with VAT audit requirements, lest the VAT status of the grant ever be challenged.

3. Length of Grant Agreement

3.1 Recipients are to acknowledge their acceptance of these Terms and Conditions which will be included in the Grant Award letter, by completing the grant acknowledgement.

3.2 A new grant application must be submitted for each new request with the appropriate supporting documentation and there is no guarantee that future funding will be made available.

3.3 If (a) you are no longer able to spend all or any part of the grant for the purposes or within the time period specified in the Grant Award document or (b) there is any material misrepresentation in your grant application or (c) you commit any material or repeated breach of the terms of the Grant Award document, we shall be entitled to give you written notice to terminate the Grant Award Document with immediate effect, subject to the Foundation's discretion. If the Grant Award is terminated, you agree that you will immediately repay to us the whole or any unspent portion of the Grant, subject to the Foundation's discretion.

Definitions

“You” and **“your”** refer to the organisation receiving the grant bound by this document.

“We” and **“our”** means The Bettering Life Foundation (the Foundation) and includes your employees and those acting for you.

“Grant” means the provision of funds from The Bettering Life Foundation, based on an approved application, for a proportion of or full economic costs of the project/activity.

“Grant Award Document” means the grant application form, together with any supporting documents, the grant award letter and these terms and conditions.

“Recipient” means the organisation that receives a grant from The Bettering Life Foundation.

The **“project”** means the project that The Bettering Life Foundation are giving you the grant for, as set out in your application form and any supporting documents and/or as varied by the Grant award letter.