Plasma of Hope

Safeguarding Policy

Last Updated: January 2023

Plasma of Hope

PURPOSE

1. This policy outlines Plasma of Hope's (**the Charity**) 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 Charity becoming aware of a safeguarding issue.

POLICY STATEMENT

2. Plasma of Hope is committed to pro-actively safeguarding children, young people and vulnerable adults with whom the staff, or anyone acting on our behalf, come into contact, during fundraising, benevolence or outreach activities. Examples of Charity activities in which staff may encounter children and or vulnerable adults include: home visits; community engagement projects; national and regional participation events.

3. As the Charity may routinely engage in face-to-face activities with its beneficiaries and also operates through third parties (partnering organisations that deliver welfare on our behalf), the Charity must ensure that appropriate due diligence is carried out on these third-party organisations, 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 Charity takes all reasonable care to protect its beneficiaries and supporters and complies with the Institute of Fundraising guidance on treating donors fairly. The Charity 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 Charity is committed to the promotion of equality of opportunity. The Charity'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 Charity, 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 Charity's behalf also complies with Section 11.

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 Charity'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 Charity'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 safe recruitment for individuals or volunteers whom the Charity will permit to work regularly with children or vulnerable adults, carrying out the appropriate level of Disclosure and Barring Service (DBS) 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 Plasma of Hope

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 Charity's beneficiaries, staff and volunteers and others who come into contact with the Charity. 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 Charity's activities, a lead Safeguarding Trustee has been appointed.

12. The nominated Trustee, **Dr Olusola Daramola** will take the lead for the Charity's safeguarding policy and management and will report directly to the board. The safeguarding lead can be contacted on **07539740446**.

RISK ASSESSMENTS

13. Our Trustees have a duty to manage risk and to protect the reputation and assets of the Charity. It is therefore vital that Trustees assess the risks that arise from the Charity'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 Charity are:

- potential abuse of children, young people or vulnerable adults occurring during Charity 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 Plasma of Hope;
- 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 Charity through the occurrence of any alleged or actual incident.

15. The Charity 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 Charity 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 our financially supported beneficiaries.

18. In engaging with other charities or organisations under contract to deliver service provision/welfare support, it is the Charity's responsibility to ensure that each of these organisations provides assurances to the Charity 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 Charity or its reputation are advised to us in a timely manner. Without such policies and procedures, the Charity will not engage or contract any organisation to deliver welfare services on our behalf.

19. This check is set out in our Charity'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 Authority or police if necessary.

21. Safeguarding concerns about children, young people and vulnerable adults and others who come into contact with the Charity 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 (The Lead Trustee for Safeguarding) 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.

22. The Trustees acknowledge their duties to make a Serious Incident report to the

Charity Commission 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 Charity;
- beneficiaries of the Charity have been, or are alleged to have been, abused or mistreated while under the care of the Charity, or by someone connected with the Charity, for example a Trustee, staff member or volunteer; or
- there has been a breach of procedures or policies at the Charity 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.

23. Trustees will all be equal partners in managing the charity. Training for trustees on safeguarding will make clear their responsibility to speak out if they have concerns and how to raise these out-with the charity if required.

SAFER RECRUITMENT

24. The Charity will ensure that children or minors are only contacted through their parent or guardian. When working in 'regulated activity' with adults at risk, the Charity has a responsibility to ensure the suitability of those Trustees, employees and volunteers who may work with, or encounter children and adults at risk.

25. The Charity'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. Although, as previously stated, the Charity does not generally engage in 'regulated' activity with vulnerable people and children, the Charity Commission recommends that Trustees always obtain a DBS check when they can, as it an important tool in ensuring that the person is suitable to act. Any requirement for a DBS check is spelt out in the job advert. Given the nature of the Charity's activities, there is currently no requirement for Enhanced Disclosure.

26. The Charity's priority staff posts requiring DBS checks are:

a. Briefing and Liaison Officers
b. Case Assessment Officers

27. The Charity will obtain the appropriate level of DBS checks on staff, volunteers and Trustees (latter unlikely to be required but depending on their access to children

and vulnerable adults).

28. As part of recruitment good practice, the Charity 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.

29. This will be in line with Gov.uk and Charity Commission guidance. These checks will all be completed before someone can start in their role. If there is a change in someone's circumstances, their ongoing suitability to act in their role will also be considered.

TRAINING

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

31. All new members of staff must be made aware of policy and given the opportunity to read it during their induction period, together with sight of the Government leaflet "What to do if you're worried that a child is being abused" – Guide for Practitioners 2015.

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

RELATED POLICIES

33. This policy should be read in conjunction with the following Charity policies and procedures:

- Data Protection Policy
- Equal Opportunities Policy
- Health and Safety Policy
- Recruitment Policy

POLICY REVIEW

34. This policy will be reviewed by the designated lead annually and the refreshed version presented to the Board for review.

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

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Annexes:

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

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ANNEX A

to Safeguarding Policy

PLASMA of HOPE – SAFEGUARDING POLICY

LEGAL FRAMEWORK

The Charity's Safeguarding 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
- 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 Plasma of Hope, promoting the welfare of children.

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ANNEX B

to Safeguarding Policy

PLASMA of HOPE – 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 mis-interpreted e.g. LOL;
- report incidents of alleged abuse.

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ANNEX C

PLASMA of HOPE – 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. 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 emailed to our grants team at: externalgrants@plasmaofhope.org.

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 Plasma of Hope**.**

1.3 You will hold any unused part of the grant on trust for Plasma of Hope 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.

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.

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.

1.8 No licence is granted to use the Charity's name, logo and branding, except as permitted by the Charity.

1.9 You agree to provide to Plasma of Hope 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 complying 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 1998.

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 Grants are awarded for a twelve month period only (unless a shorter period is specified in the grant award letter), from the date of the receipt of the award by you, normally by BACS payment. You acknowledge and agree that no further applications can be submitted by you to Plasma of Hope in relation to the same or any substantially similar project or activity within the same Plasma of Hope financial year (1 April to 31 March). Each grant should be treated as a "one-time payment" that has been made solely for the purpose stated in the application.

3.2 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.

3.3 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.

3.4 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 Plasma of Hope'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 our discretion.

Definitions

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

"We" and **"our"** means Plasma of Hope and includes our employees and those acting for us.

"**Grant**" means the provision of funds from Plasma of Hope, 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 organization that receives a grant from Plasma of Hope.

The "**project**" means the project that Plasma of Hope 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.