

MANAGEMENT AGREEMENT

PARTICULARS

Date of Agreement:	
Cornwall Council:	THE CORNWALL COUNCIL of New County Hall, Treyew Road, Truro, Cornwall TR1 3AY
Local Council:	Altarnun Parish Council
Property:	the freehold property known as Public Open Space at Penpont View, Altarnun, Launceston, Cornwall PL15 7RY
Commencement Date:	
End Date:	
Works:	N/A

Signed by	
Cornwall Council	
Local Council	

BACKGROUND

- (A)** Cornwall Council is the freehold owner of the Property and also the local authority for the area exercising various general management functions under the Local Government Act 1972.
- (B)** The Property has for many years past been used as Public Open Space
- (C)** The Local Council has identified that the Property is suitable for them to deliver community services/facilities and have approached Cornwall Council to seek the devolution and transfer of the Property to the Local Council.
- (D)** Owing to Cornwall Council's existing devolution programme it is not possible for it to progress this proposal at this stage and so the Local Council and Cornwall Council have agreed that the Local Council will manage the Property in accordance with this Agreement until such time as the application for devolution can be progressed.
- (E)** The Local Council understands that whilst Cornwall Council is supportive of the proposal to devolve, until such time as Cornwall Council is able to satisfy both legislative requirements and its own internal governance requirements, Cornwall Council cannot commit to transferring the Property to the Local Council.
- (F)** The Local Council acknowledges that Cornwall Council enters into this agreement solely in its capacity as a *landowner* in respect of the Property and not in any other capacity. Nothing in this agreement shall restrict or affect The Cornwall Council's powers or rights as a local authority, local planning authority, rating authority, local highway authority or statutory body to perform any of its statutory functions.

IT IS AGREED as follows:-

1. DEFINITIONS

In this Agreement the following words shall have the following meanings unless inconsistent with the context

"Agreement"	means this Agreement and the attached Schedules.
"Cornwall Council's Obligations"	means the obligations of Cornwall Council detailed in clause 4.
"Data Protection Legislation"	means the General Data Protection Regulations and the Data Protection Act 2018 (together referred to as the Data Protection Legislation) and subordinate and subsequent legislation.
"Staff"	means all persons employed by the Local Council to perform its obligations under this Agreement together with the Local Council's servants, agents, service providers, sub-contractors and volunteers used in the performance of its obligations under this Agreement.
"The Local Council's Obligations"	means the obligations of the Local Council as listed in clause 3 and Schedule 1 of this Agreement.
"Personal Data"	has the meaning given in the Data Protection Legislation.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence on the Commencement Date and shall end on the earliest of:
- 2.1.1 the End Date; or
 - 2.1.2 a date mutually agreed by both parties; or
 - 2.1.3 either party giving six (6) months' notice in writing to the other party;
 - 2.1.4 the expiry of any notice given by Cornwall Council to the Local Council at any time on breach of any of the Local Council's obligations contained in this Agreement.

3. THE LOCAL COUNCIL'S OBLIGATIONS

- 3.1 The Local Council shall comply with the Local Council's Obligations and shall carry out all acts necessary to fulfil the requirements of this Agreement.

- 3.2 The Local Council may undertake the Works, if any, only if it fully complies with the terms set out in Schedule 2.
- 3.3 The Local Council shall ensure that it shall provide or procure all necessary resources for the purpose of complying with the Local Council's Obligations.
- 3.4 The Local Council shall ensure that when providing the Services it complies with all relevant legislation, guidance and good practice.
- 3.5 The Local Council shall ensure that it co-operates with Cornwall Council and shall fulfil the Local Council Obligations in harmony with and at no detriment to any other activities being carried out by Cornwall Council.
- 3.6 The Local Council shall inform Cornwall Council promptly and confirm in writing if it is unable to or fails to carry out any of its obligations in accordance with this Agreement. The provision of information under this clause shall not in any way release or excuse the Local Council from any of its obligations under this Agreement.

4. CORNWALL COUNCIL'S OBLIGATIONS

- 4.1 Cornwall Council shall comply with the following obligations:
 - 4.1.1 repair and replace all boundaries (including boundary walls) on the Property upon:
 - 4.1.1.1 notification from the Local Council that they have identified a need for a repair or replacement; and
 - 4.1.1.2 The Council being satisfied that the repair and/or replacement identified pursuant to clause 4.1.1 is necessary;
 - 4.1.2 use reasonable endeavours to ensure that the structural integrity of the Property together with the any part underlying a highway and spanning across and culvert and/or drain, and the perimeter walls, fences and hedges are fully maintained
- 4.2 Cornwall Council shall co-operate with the Local Council and provide it with all necessary information to enable it to comply with the Local Council Obligations.

5. OWNERSHIP OF THE PROPERTY

The Local Council acknowledges that in entering into this Agreement with Cornwall Council its use and occupation of the Property is merely as licensee, no relationship of landlord and tenant has been created and Cornwall Council retains full and ultimate control, exclusive occupation and ownership of the Property. The Local Council shall ensure it retains appropriate control and possession of the Property so as not to impede Cornwall Council's overall interest and occupation of the Property and in accordance with its obligations under this Agreement.

6. INSURANCE AND INDEMNITIES

- 6.1 The Local Council shall maintain public liability and third party insurance of the sum of Ten Million Pounds (£10,000,000) and produce a copy of such policy to Cornwall Council if requested.
- 6.2 The Local Council shall ensure that any contractor appointed to undertake the Works, maintains public liability and third party insurance of the sum of Ten Million Pounds (£10,000,000) and shall ensure that there is a mechanism that requires any contractor to produce a copy of such policy to Cornwall Council if requested.
- 6.3 The Local Council shall indemnify Cornwall Council against any claims arising from the Activities or use of the Property supervised by the Local Council under this Agreement.
- 6.4 The Local Council shall indemnify Cornwall Council against any losses that arise from the management of the Property by the Local Council.
- 6.5 The parties acknowledge that Cornwall Council need not maintain insurance in relation to the Works and that the erection, presence, use, maintenance, dismantling and removal of the Works are at the entire risk of the Local Council.

7. SAFEGUARDING

- 7.1 The Local Council shall put or have in place a safeguarding policy which reflects and complements the relevant statutory provisions relating to safeguarding children and/or vulnerable adults and Cornwall Council's safeguarding policies and procedures.
- 7.2 The Local Council shall submit its safeguarding policy to Cornwall Council for approval, if requested. The Local Council must incorporate any amendments to the policy which may be advised by Cornwall Council.

8. CONFIDENTIALITY; DISCLOSURE OF INFORMATION; FREEDOM OF INFORMATION ACT 2000

- 8.1 Nothing contained in this Agreement shall prevent the Parties from disclosing and/or publishing under the provisions of the Freedom of Information Act 2000, the Data Protection Legislation and/or the Environmental Information Regulations 2004 any term or Condition or information contained in or relating to the formation of this Agreement.
- 8.2 The Parties shall co-operate and supply all necessary information and documentation required in connection with any request received by the other Party under the Freedom of Information Act 2000, Data Protection Act 1998 and/or the Environmental Information Regulations 2004.

- 8.3 The Local Council shall indemnify Cornwall Council and shall keep Cornwall Council indemnified against direct losses suffered or incurred by the Cornwall Council as a result of any breach of this clause 10.

9. STATUTORY OBLIGATIONS

- 9.1 Both parties shall at all times comply with the requirements of:

9.1.1 the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements and Cornwall Council's policies and procedures relating to health and safety copies of which are available on request and

9.1.2 the Equality Act 2010 and all other relevant related statutory and regulatory requirements and Cornwall Council's policies and procedures, copies of which are available on request, relating to equal opportunities and shall not treat any person or group of people less favourably than another on the grounds of race, colour, religion, belief, ethnicity, gender, age, disability, nationality, marital status or sexual orientation.

10. GRATUITIES

The Local Council and its Staff shall not, whether itself, or by any person employed by it to comply with its obligations under this Agreement, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the services other than charges properly approved by the Council in accordance with the provisions of this Agreement.

11. AGENCY

- 11.1 Neither the Local Council nor its employees shall in any circumstances hold themselves out:

11.1.1 as being the servant or agent of Cornwall Council otherwise than in circumstances expressly permitted by this Agreement;

11.1.2 as being authorised to enter into any Agreement on behalf of Cornwall Council or in any other way to bind Cornwall Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or implicitly permitted by this Agreement.

11.1.3 as having the power to make, vary, discharge or waive any bylaw or regulation of any kind.

12. ASSIGNMENT AND SUBCONTRACTING

- 12.1 Cornwall Council shall be entitled to assign the benefit of this Agreement or any part thereof and shall give written notice of any assignment to the Local Council.
- 12.2 The Local Council shall not:
- 12.2.1 assign this Agreement or any part thereof or the benefit or advantage of this Agreement of any part thereof; nor
 - 12.2.2 sub-contract its obligations or any part thereof to any person without the previous written consent of Cornwall Council, which consent shall be at the absolute discretion of Cornwall Council and if given shall not relieve the Local Council any liability or obligation under this Agreement and the Local Council shall be responsible for the acts, defaults or negligence of any sub-contractor or sub-contractor's agents or employees in all respects as if they were the acts, defaults or negligence of the Local Council or its agents, or employees.

13. WAIVER

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or other or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder, operate as a waiver of any breach or default by the other Party.

14. GOVERNING LAW

- 14.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.2 Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

15. FORCE MAJEURE

- 15.1 Either Party reserves the right to defer the services provided under this Agreement if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Cornwall Council including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials.

- 15.2 If the performance of a Party's obligations under this Agreement is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within clause 16.1 the Party so affected shall promptly notify the other Party in writing of that fact. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

16. LEGAL PROCEEDINGS

- 16.1 The Local Council shall notify Cornwall Council immediately upon becoming aware of any accident, damage, or breach of any statutory provision relating in any way connected with this Agreement.
- 16.2 If requested to do so by Cornwall Council and at its own expense, the Local Council shall provide Cornwall Council with any relevant information in connection with any litigation, arbitration or other dispute in which Cornwall Council may become involved or any relevant disciplinary hearing internal to Cornwall Council and shall give evidence in such inquiries or proceedings or hearings, arising in relation to this Agreement.
- 16.3 The Local Council shall at its own expense fully assist Cornwall Council, its internal auditors, the Local Government Ombudsman and the Independent Auditor, and any other body or person as may be specified by Cornwall Council with any investigations, enquiries or complaints relating to allegations of maladministration or other irregularities or improprieties in connection either directly or indirectly with the Agreement such assistance to include the prompt disclosure to such body or person as aforesaid of all relevant information and documentation.
- 16.4 Should any part of the services provided under this Agreement involve the Local Council in performing duties or exercising powers under some other contract it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other contract forthwith notify Cornwall Council of any such matter together with such particulars as are available.

17. RIGHTS OF THIRD PARTIES

Unless the Contract (Rights of Third Parties) Act 1999 is expressly stated to apply no person other than the Parties to this Agreement may enforce any term of this Agreement under that Act.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1**OBLIGATIONS OF THE LOCAL COUNCIL**

The Local Council shall comply with the following obligations:

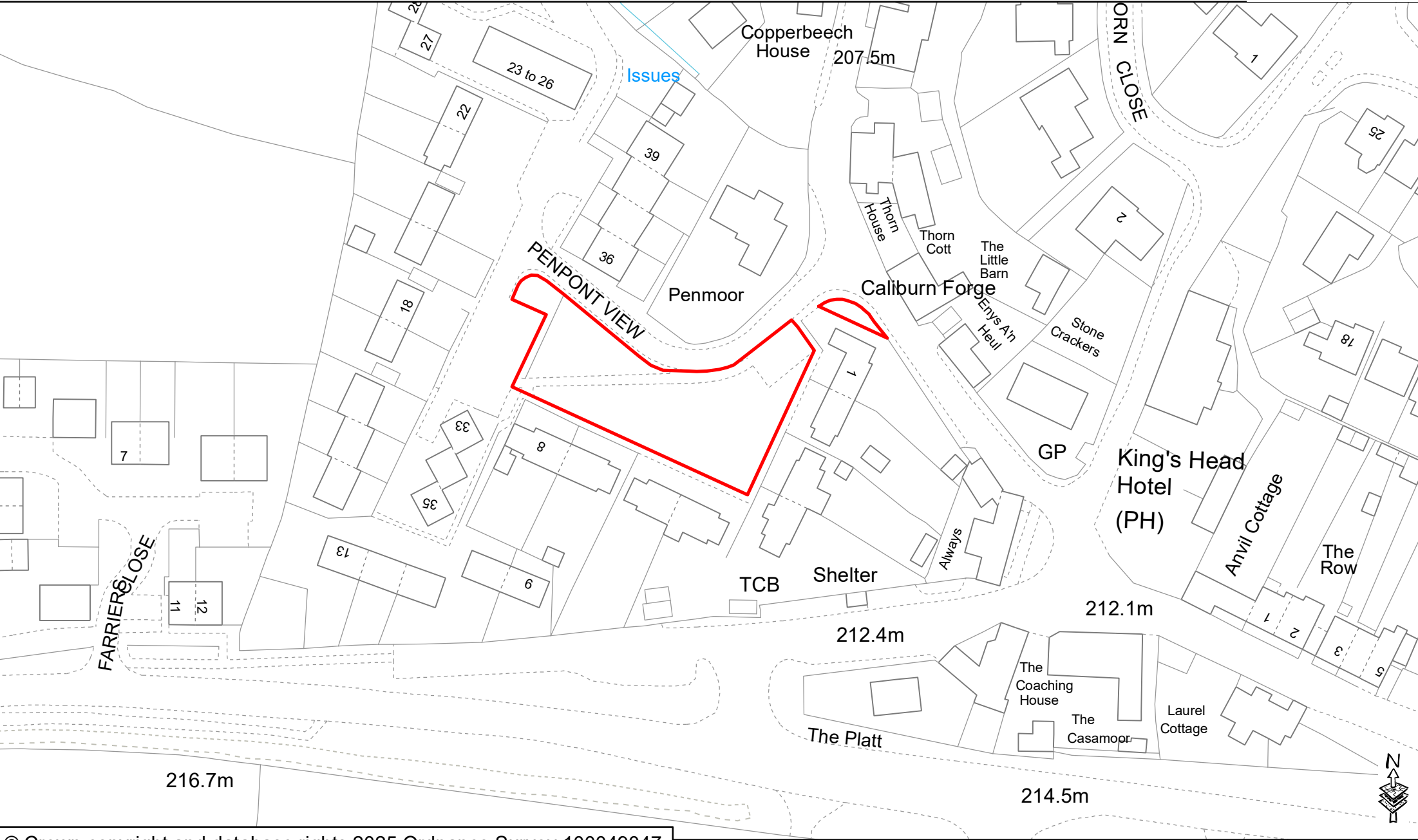
1. Where the Property is identified as public open space at paragraph (B) of the Background section of this agreement, to ensure that the Property is open and available for use by members of the public at all times as a public open space;
2. manage the Property in accordance with this Agreement;
3. ensure that its Staff have awareness and have received training in safeguarding;
4. not to use or allow any part of the Property to be used in such a way as to adversely affect any member of the public and/or Cornwall Council's use and enjoyment of the Property;
5. refer all issues relating to the repair and maintenance of street lighting or highways (if any), in the first instance to Cornwall Council directly;
6. undertake regular inspections of the Property, including the boundaries, and report any boundary defect to the Council as soon as reasonably possible;
7. carry out at its own cost all those maintenance activities assigned to it pursuant to this agreement;
8. be responsible for the routine cleansing, collection and disposal of litter and refuse from the Property;
9. not to bring on or keep on to the Property any machinery, equipment apparatus or article or thing which is or may become combustible, dangerous, explosive, flammable, offensive or radio-active, or which might increase the risk of fire or explosion other than reasonable items required in complying with the terms of this Agreement and for the Works;
10. The Local Council shall not do anything in the Property which is illegal or which may be or become a nuisance, or which may cause damage, annoyance, damage, disturbance or inconvenience to, or unreasonably interfere with, Cornwall Council occupier or guest of the Property or any owner or occupier of any neighbouring property, or which may be injurious to the amenity, character, tone or value of the Property or which would interfere with the use of the Property or any neighbouring property;
11. use reasonable endeavours to ensure that the Property is maintained in a clean and safe condition;
12. ensure that that the grass, if any, at the Property is regularly cut and shall generally keep the Property in a clean and tidy condition;
13. maintain, repair and replace (if necessary) any seats and benches on the Property;
14. manage the health and safety of the mature trees, if any, growing at the Property;

15. not construct, erect or give permission for the construction or erection of any permanent object or objects at the Property without the prior written consent of Cornwall Council whose decision as to the suitability of such object or objects shall be final and binding;
16. shall, if present at the Property, be responsible for all charges in connection with the supply to or removal from the Property of electricity, telecommunications, gas, water, sewage and other utilities and shall indemnify the Landlord in respect of such charges. Where no separate charge is made by the supplier of a utility in respect of the Property, the Tenant shall be responsible for and shall indemnify the Landlord in respect of a proper proportion of the relevant charge, such proportion to be determined conclusively by the Landlord;
17. shall be responsible for any non-domestic rates and/or water rates charged on the Property;
18. not to connect into or use Cornwall Council's supply of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from Cornwall Council's Property;
19. if the Local Council is obliged to reimburse expenditure incurred by Cornwall Council, that obligation includes payment of VAT irrecoverable by Cornwall Council;
20. Save as provided for as part of the Works, not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property without the prior written consent of Cornwall Council such consent not to be unreasonably withheld or delayed;
21. not to make any alterations or additions to the Property other than the Works;
22. to observe any rules and regulations Cornwall Council makes and notifies to the Local Council from time to time governing the Local Council's use of the Property and the Common Parts;
23. without prejudice to any other right or remedy of Cornwall Council, if the Local Council leaves any of its fixtures, fittings, equipment, materials, chattels or any other items (including without limitation any signage) (**Local Council Items**) at the Property for more than 10 working days after end of the termination of this Agreement, the ownership of such Local Council Items shall irrevocably pass to Cornwall Council and Cornwall Council shall be permitted to deal with such Local Council Items as it wishes (including without limitation selling or disposing of such Local Council Items) and the Local Council shall indemnify Cornwall Council against any claims made by a third party in relation to such dealings by Cornwall Council with such Local Council Items;
24. that the proceeds of sale of any Local Council Items sold by Cornwall Council pursuant to clause 23 shall belong absolutely to Cornwall Council; and
25. If requested in writing by Cornwall Council, before the termination of this Agreement, to reinstate the Property to its condition prior to the carrying out of any works during the

operation of this Agreement and make good all consequential damage, to Cornwall Council's satisfaction.

SCHEDULE 2**THE WORKS**

- 1.** The Local Council shall not start the Works, if any, until it has obtained all other licences and consents that may be required to carry them out under all laws or otherwise.
- 2.** Before commencing the Works the Local Council must notify Cornwall Council of the date it intends to start carrying out any such works.
- 3.** The Local Council must carry out the Works:
 - a.** using good quality materials which are fit for the purpose for which they will be used;
 - b.** in a good and workmanlike manner and in accordance with good building and other relevant practices, codes and guidance; and
 - c.** to the reasonable satisfaction of Cornwall Council.
- 4.** The Local Council shall procure that the Works and any other works permitted by this agreement are carried out during the hours of 8am to 6pm and generally carried out so as to cause as little disturbance and inconvenience as possible to Cornwall Council, visitors and invitees and so as not to adversely affect Cornwall Council's or other lawful user.
- 5.** In carrying out the Works the Local Council must comply with all laws and the terms of all other licences and consents, the requirements and recommendations of all relevant utility suppliers and those of the insurers of the Property.
- 6.** In carrying out the Works the Local Council must cause as little disturbance and inconvenience as reasonably possible to Cornwall Council and the owners, occupiers and guests of the Property and any neighbouring land.
- 7.** The Local Council must immediately make good, to the reasonable satisfaction of Cornwall Council, any damage (including decorative damage) to any land or building, plant or machinery which is caused by carrying out any works permitted under this Agreement.



DRAFT Altarnun Parish Council Safeguarding Policy (May 2025)

Safeguarding Lead: Cllr Debra Branch Level 3 Accredited

Purpose of Policy

The purpose of the Safeguarding Policy is to provide a framework for safeguarding and promoting the welfare of children, young people and adults. The policy aims to ensure that:

- All children, young people and adults are safe and protected from harm;
- Other elements of provision and policies are in place to enable children, young people and adults to feel safe and adopt safe practices; and
- Everyone (e.g. Councillors, council staff, volunteers) are aware of the expected behaviours and Altarnun Parish Councils legal responsibilities in relation to safeguarding and promoting the welfare of children, young people and adults.

Policy Statement

This policy develops procedures and good practice within our organisation to ensure that each person can demonstrate that there is an understanding of the duty to safeguard and promote the welfare of children, young people and vulnerable adults. Altarnun Parish Council deplores the sexual exploitation of children and will not tolerate failure at any level to prevent harm, support victims and bring offenders to justice. This policy has been developed in line with government legislation, publications and guidance.

The parish council takes seriously its responsibility under the current legislation to safeguard and promote the welfare of children, young people and adults; and to work together with other agencies to ensure that there are adequate arrangements within our organisation to identify and support those who are suffering harm. Where someone is suffering significant harm, or is likely to do so, action will be taken to protect that person.

Our organisation has a responsibility to make sure that it has an effective safeguarding policy and procedures in place and monitors that the council complies with them. Our organisation has appointed a Safeguarding Lead who has responsibility for dealing with all safeguarding issues.

Our organisation recognises that for this policy to be effective, it is essential that everyone working in and for the organisation has an understanding of what safeguarding is, know that 'safeguarding is everybody's responsibility', know how to access safeguarding information, know of any possible contribution that they may be required to make to safeguard children, young people and adults and how to access further advice, support or services.

Individual responsibilities

Our organisation recognises that safeguarding is not just about protecting

children, young people and adults from deliberate harm. It also relates to health and safety; meeting the needs of children, young people and adults with medical conditions; providing first aid; visits organised or sponsored by the council; internet or e-safety; appropriate arrangements to ensure security, taking into account the local context.

Additionally, we recognise that safeguarding can involve a range of potential issues such as: bullying, including cyberbullying (by text message, on social networking sites, and so on), peer on peer and prejudice-based bullying; racist and homophobic or transphobic abuse; sexting; substance misuse; issues which may be specific to a local area or population, for example gang activity and youth violence and other particular issues affecting children including domestic violence, sexual exploitation, female genital mutilation, extremist behaviour and radicalisation, forced marriage and modern slavery.

Everyone associated with the parish council maintains an attitude of 'it can happen here' and are aware of the signs and indicators of abuse.

Everyone has a responsibility to provide a safe environment for children, young people and vulnerable adults.

Our recruitment policy and induction process include information on our arrangements and systems for safeguarding, code of conduct and details of the Safeguarding Lead.

Everyone is provided with opportunities to receive appropriate training, which is periodically updated, in order to develop their understanding of the signs and indicators of abuse and of the council's safeguarding procedures.

Everyone knows how to respond to someone who discloses abuse, or for whom they have a concern, and the procedure to be followed in appropriately sharing a concern of possible abuse or a disclosure of abuse.

All residents are made aware of our organisation's responsibilities with regard to safeguarding through publication of the safeguarding policy.

When services are delivered by a third party or agency, we will follow the requirements of the Disclosure and Barring Service and check that the person presenting themselves is the same person on whom appropriate checks have been made. We will seek to ensure the suitability of adults working with and in the presence of children at any time. Community users organising activities for children, young people and vulnerable adults are aware of and understand the need for compliance with the council's safeguarding procedures.

Our organisation operates safer recruitment practices including making sure that:

- statutory duties to undertake required checks on staff who work with children are complied with in line with the Disclosure and Barring Service requirements for Regulated Activity; the Child Care Act 2006 and Childcare (Disqualification) Regulations 2009
- statutory guidance relating to volunteers is followed
- recruitment panel members are properly trained.

Should we dismiss or remove someone because they have harmed a child, or poses a risk of harm to a child or would have done so if they had not left, we would report this to the Disclosure and Barring Service (DBS) and any appropriate professional or regulatory body.

Our safeguarding policies and procedures will be reviewed and updated every three years.

If a child, young person or adult makes an allegation or disclosure of abuse against an adult or other child or young person, we will:

- stay calm and listen carefully;
- reassure the person that s/he has done the right thing in telling you;
- not investigate or ask leading questions;
- let the person know that s/he will need to tell the Safeguarding Lead;
- not promise to keep what they have been told a secret;
- inform the Safeguarding Lead as soon as possible; and
- make a written record of the allegation, disclosure or incident which will be signed, and dated.

Confidentiality and Information Sharing

Information sharing is vital to safeguarding and promoting the welfare of children, young people and adults. A key factor identified in many serious case reviews (SCRs) has been a failure by practitioners to record information, to share it to understand its significance and then take appropriate action.

- we recognise that all matters relating to protection are confidential;
- we will disclose personal information about a child, young person or adult on a need-to-know basis only;
- everyone is aware that they have a professional responsibility to share information with other agencies in order to safeguard children, young person or adult;
- everyone is aware that they cannot promise to keep secrets which might compromise the safety or well-being of a child, young person or adult, or that of another; and

- we will always undertake to share our concerns with the Multi-Agency Referral Unit (MARU), unless to do so could put the child, young person or adult at greater risk of harm, or impede a criminal investigation. If in doubt, we will consult with the MARU.

Managing Allegations against individuals who work for us

We are aware of the possibility of allegations being made against someone who works for our organisation. or volunteers that are working with or may come into contact with children, young person or adults. They can be made by children, young person or adults or other concerned adults.

Everyone in our organisation and volunteers has been made aware of the process to be followed if such an allegation is made.

In such circumstances we will:

- Report the matter to the MARU;
- consider the safeguarding arrangements of the child, young person or adult to ensure they are not in contact with the alleged abuser;
- consider the rights of the individual concerned for a fair and equal process of investigation;
- ensure that the appropriate disciplinary procedure is followed, including whether suspending that person from work or volunteering for us until the outcome of any investigation is deemed necessary;
- advise the Disclosure and Barring Service (DBS) and any other appropriate regulatory or professional body where the individual has been disciplined or dismissed as a result of the allegations founded or would have been if they have resigned.

Whistleblowing

We recognise that a child, young person or adult cannot be expected to raise concerns in an environment where we fail to do so. Everyone is advised of our Whistleblowing Policy and of how it can be implemented. Everyone is aware of their duty to raise concerns about the attitude and actions of colleagues where these are inappropriate or unsuitable. If necessary, concerns will be raised with the delegated 'Whistleblowing' representative – the Clerk.

Supporting Staff and volunteers

Everyone will be advised on the boundaries of appropriate behaviour – such matters form part of our staff and volunteer induction and they have access to support and guidance when required or requested

We recognise that staff and volunteers working in our organisation who have become involved in the case of a child who has suffered harm, or appears likely to suffer harm, may find the situation stressful and upsetting.

We support this by providing an opportunity for them to discuss their anxieties with the Safeguarding Lead, or another person and/or a trade union representative as appropriate.

Our Safeguarding Lead and / or anyone working for the council has access to support and appropriate workshops, courses or meetings as organised or recommended by the Cornwall and Isles of Scilly Our Safeguarding Children Partnership, Safeguarding Adults Board, Safeguarding Standards Unit (SSU) or Local Authority (LA).

Prevention

We recognise that we can play a significant part in the prevention of harm to children, young person or vulnerable adult by providing them with effective lines of communication with trusted adults, supportive friends and an ethos of protection. Our organisation will support children, young person or adult by:

- Establishing and maintaining an ethos, understood by everyone, which enables children, young people or adults to feel secure and encourages them to talk, knowing that they will be listened to.
- Promoting a caring, safe and positive environment ensuring that all children, young people or adults know that there is someone in our organisation whom they can approach if they are worried or in difficulty.
- Liaising and working together with all other support services and those agencies involved in the safeguarding of children and adults.
- Recognising that children, young people or adults come from a variety of different cultural backgrounds, we have developed policies to ensure that we embrace diversity in religion and faith, race, ethnicity, gender and sexual orientation.
- We will include our Safeguarding Policy in our governance documents/website.

Training

Everyone has been provided with and agreed that they have read and understood our Safeguarding Policy.

Everyone will have access to appropriate safeguarding training which is regularly updated in order to keep it updated in line with local and national guidance/legislation. We will also, as part of our induction, issue information in relation to our Safeguarding Policy and any other policy and information related to safeguarding and promoting our Safeguarding Policy to all newly appointed individuals.