**Terms and Conditions of Appointment Annex A**

1. ***Status***
   1. *Subject to clause 1.2 you are appointed as a member of the Safeguarders Panel (“the Panel”), established under section 32 of the Children’s Hearings (Scotland) Act 2011 (“the 2011 Act”) for the purposes of being appointed as a Safeguarder in relation to a child by virtue of sections 30 or 31 of that Act. In these terms and conditions, except where stated, “you” and related expressions refer to your position as a member of the Panel.*
   2. *It is a condition for the duration of the appointment that you notify the Scottish Ministers immediately if you no longer have a right to work in the United Kingdom.*
   3. *You are one of a number of appointees that constitute the Panel.*
   4. *You are not a servant or agent of the Crown or a civil servant, and do not have any status, immunity or privilege of the Crown.*
   5. *The terms are not to be construed as constituting a contract of employment or service, or a contract for services between you and the Scottish Ministers or the Crown.*
2. ***Interpretation***
   1. *Where relevant, statutory terms, conditions and other requirements of appointment apply to you.*
   2. *The terms and conditions contained in this Annex (‘the terms’) are to be read in a way that is consistent with any enactment. If such a reading is not possible, the terms do not apply to the extent that they are inconsistent with any such enactment.*
3. ***Functions***
   1. *The functions of a Safeguarder and other requirements relating to a Safeguarder’s appointment are specified in Part 4 of the 2011 Act and Regulations made thereunder – the Children’s Hearings (Scotland) Act 2011 (Safeguarders Panel) Regulations 2012 (“the 2012 Regulations”) (as amended by the Children’s Hearings (Scotland) Act 2011 (Safeguarders Panel) Amendment Regulations 2016 and The Children’s Hearings (Scotland) Act 2011 (Safeguarders Panel) Amendment Regulations 2023), the Children’s Hearings (Scotland) Act 2011 (Safeguarders: Further Provision) Regulations 2012 and the Children’s Hearings (Scotland) Act 2011 (Rules of Procedure in Children’s Hearings) Rules 2013 (as last amended by the Children’s Hearings (Scotland) Act 2011 (Rules of Procedure in Children’s Hearings) Amendment Rules 2022).*
   2. *You are required to familiarise yourself with this legislation and keep up to date with any changes to legislation applicable to Safeguarders during your period of appointment. In any case where you are appointed as a Safeguarder your role is to safeguard the interests of the child to whom the case relates.*
4. ***Practice Standards*** 
   1. *You are required to satisfactorily meet the Practice Standards for Safeguarders referred to in the 2012 Regulations (as amended) and to attend training and support sessions as specified in clause 22.1 of this Annex.*
5. ***Relevant Guidance and other relevant information*** 
   1. *You are required to familiarise yourself with the terms of, work to meet the requirements of and within the boundaries set by the:-*

* *Fees, expenses and allowances scheme and associated guidance*[[1]](#footnote-2)*; and the following:*[[2]](#footnote-3)
* *Child Protection Policy,*
* *Lone working Policy,*
* *Complaints Policy,*
* *Practice Standards for Safeguarders,*
* *Practice Standards Guidance,*
* *Performance Support & Monitoring Framework,*
* *Data Management Policy and Guidance,*
* *Data retention policy,*
* *Conflict of Interest Policy,*
* *Practice Note on Court,*
* *Practice Note on Reports*
  1. *The Safeguarders Panel Team (currently Children Firstas the administrators of the Safeguarders Panel acting on behalf of the Scottish Ministers) will let you know if there are any updates made to guidance and you will be required to keep up to date and comply with any changes made.*

1. ***Safeguarders appointments in respect of a child’s case*** 
   1. *Where you are to be appointed in relation to a child under the 2011 Act, this will be done by the Safeguarders Panel Team on behalf of the Scottish Ministers.*
   2. *The process of appointment from the Panel is referred to in this Annex as a “Safeguarder appointment”.*
   3. *You will only accept Safeguarder appointments from the Safeguarders Panel Team. If any other party approaches you with a request to make a Safeguarder appointment, you must inform the Safeguarders Panel Team immediately by phone on 0345 60 44 296 or by email to* [*safeguarderspanel@childrenfirst.org.uk*](mailto:safeguarderspanel@childrenfirst.org.uk)*.*
2. ***Accountability*** 
   1. *You must act within and in accordance with the Practice Standards for Safeguarders assigned to you in clause 4.1. You are individually accountable to the Scottish Ministers for your actions and decisions both individually and as a member of the Panel.*
3. ***Period of Appointment*** 
   1. *You are appointed from XX to XX or to such earlier date as is specified in or by virtue of clause 8.2 or to your date of resignation or removal (whichever date comes first).*
   2. *If the Panel is abolished while you are a member, your period of appointment ends on the date that the Panel is abolished, or such other date as may be specified in any enactment.*
   3. *If a future administration decides on a change of policy on how the Panel should operate and considers that an alternative appointee should be appointed, your period of appointment ends on such earlier date as the Scottish Ministers may, by one month’s written notice, specify.*
   4. *You may resign from the Panel by giving not less than one month’s written notice to the Scottish Ministers, which must include an undertaking that you agree to conclude any current Safeguarder appointments as at the date of notice, as appropriate.*
4. ***Time Commitment***
   1. *The functions of a Safeguarder are varied and accordingly it is not possible to specify a minimum time commitment as regards your role. However, you must offer availability of such breadth and frequency during the period of your appointment to allow you to accept Safeguarder appointments, including to an extent which will allow you to demonstrate your ability to meet the Practice Standards (assigned to you in clause 4.1 above) required of a member.*
5. ***Payments of fees and expenses***
   1. *You are entitled to receive fees and expenses in consequence of the exercise of your functions as a Safeguarder.*
   2. *Rates of fees, expenses and allowances for members are detailed in the Fees, Expenses and Allowances Scheme (“the Scheme”) and associated guidance as set out in clause 5. The rates are set by the Scottish Ministers and may be reviewed.*
   3. *You are not entitled to a pension in respect of your appointment, and you are not entitled to any gratuity or compensation when your appointment ends (whatever the reason). You are not entitled to remuneration for any period during which you are disqualified from appointment.*
   4. *You are required to familiarise yourself with the Scheme and must ensure that any claim submitted meets the terms of the Scheme. All claims should be made direct to the Safeguarders Panel Team within 2 months after the conclusion or termination of the Safeguarder appointment. Any claim not submitted within this timeframe will not be paid unless you have good reason for failing to submit the claim on time.*
6. ***Car insured for business purpose*** 
   1. *You may only claim for Motor Vehicle Mileage Allowance under the Scheme referred to in clause 10.2 above, where you use your own private motor vehicle or a vehicle owned by a spouse or partner on official panel business, if the vehicle`s insurance policy covers its use for Safeguarder business and receipt of an allowance does not invalidate the insurance. You must ensure your insurance policy covers bodily injury to or death of third parties; bodily injury to or death of any passenger; and damage to the property of third parties. The Scottish Ministers will not accept liability for any vehicle incident or claim.*
   2. *For the purpose of making a claim, the following will be regarded as your private vehicle:*

* *a vehicle owned or being bought on hire purchase and registered in your name*
* *a vehicle registered in the name of your spouse or partner, provided that the normal insurance requirements are fulfilled, and the insurance policy specifically covers the use of the vehicle by you on Safeguarder business*
* *a vehicle leased in your name.*

1. ***Changes to the Terms*** 
   1. *The Scottish Ministers may, by one month’s written notice, change these terms as necessary or expedient.*
2. ***Conduct***
   1. *For the purposes of regulation 7(5)(a) of the 2012 Regulations (as amended), issues of conduct include your conduct as a member both during Safeguarder appointments and in upholding the reputation and regard of the Panel. The following matters (amongst others) will be considered by the Scottish Ministers for the purposes of regulation 7(5)(a) of the 2012 Regulations, and therefore you are expected to:*
3. *not act or omit to act such as to bring, or to be likely to bring, the Panel into disrepute.*
4. *declare any criminal conviction incurred after your appointment to the Panel.*
5. ***Information to be shared with the Safeguarders Panel Team*** 
   1. *The Safeguarders Panel Team must be notified as soon as possible by phone on 0345 60 44 296 or by email to* [*safeguarderspanel@childrenfirst.org.uk*](mailto:safeguarderspanel@childrenfirst.org.uk) *if:-*
6. *personal circumstances, including holiday or illness mean that you cannot take Safeguarder appointments for more than a two-week period.*
7. *you have become a member of the Scottish Children’s Reporter Administration, Children’s Hearings Scotland, an area support team or the Children’s Panel, employed by the Scottish Children’s Reporter Administration or Children’s Hearings Scotland.*
8. *you have been approached directly for an appointment as a Safeguarder by a children’s hearing or court.*
9. *you are under investigation by a professional or regulatory body.*
10. *you are arrested and refused bail.*
11. ***Termination of Appointment***
    1. *The Scottish Ministers may terminate your appointment if they are satisfied: -*
12. *you no longer have the right to work in the United Kingdom*
13. *you are barred from regulated work with children by virtue of the Protection of Vulnerable Groups (Scotland) Act 2007 (regulation 6 of the 2012 Regulations); or*
14. *you are not fit to be a member of the Panel (by virtue of regulation 7(5) of the 2012 Regulations) having regard to: –*
15. *your conduct;*
16. *whether you have failed to comply with these terms of appointment or, as the case may be, appointment; and*
17. *whether you have been able and willing to operate in accordance with the Practice Standards (assigned to you in clause 4.1 above).*
    1. *You will vacate your appointment immediately on being disqualified from continuing as a member of the Panel because you have become a member of the Scottish Children’s Reporter Administration, Children’s Hearings Scotland, an area support team or the Children’s Panel; employed by the Scottish Children’s Reporter Administration or Children’s Hearings Scotland; or you become directly involved in the establishment, maintenance, operation or management of the Safeguarders Panel (regulation 5(4) of the 2012 Regulations).*
18. ***Liability***
    1. *If legal proceedings are brought against you by a third party, the Scottish Ministers will meet any civil liability incurred in performing your functions, provided that you acted honestly and in good faith, and did not act recklessly or negligently.*
    2. *In the event of your loss or injury in direct consequence of the exercise of your functions under this appointment, the Scottish Ministers will indemnify you, including in relation to any claim made against you personally, where they are satisfied that you have acted in good faith and have not acted recklessly or negligently or otherwise in breach of these terms.*
19. ***Confidentiality***
    1. *You will exercise all due care in the use of information to which you have access in the course of performing your functions, or in consequence of your appointment. Any documents given to you by the Principal Reporter or any person carrying out a function on behalf of the Principal Reporter by virtue of paragraph 10(1) of schedule 3 of the 2011 Act (the “Reporter”) must be kept securely in your custody and returned to the Reporter on the termination of your appointment. You will protect from unauthorised disclosure information that you receive in confidence.*

*You will manage information in accordance with rule 9 of the Children’s Hearings (Scotland) Act 2011 (Rules of Procedure in Children’s Hearings) Rules 2013, standard 5 of the Practice Standards and the guidance contained in the Data Management Guidance as referred to in clause 5 above.*

* 1. *You will ensure that you exercise your functions in accordance with the Data Management Guidance referred to at clause 5. You will register as a data controller with the Information Commissioner’s Office for the purposes of your role as a Safeguarder and ensure that you store data pursuant to your functions as a Safeguarder on encrypted memory sticks supplied to you by the Scottish Government for that purpose, or equivalent encrypted storage as authorised by the Scottish Government. You will ensure that you only use secure email for the transmission and receipt of data in the exercise of your functions as a Safeguarder and that hard copies are hand delivered or sent by recorded delivery only to those individuals that are authorised to receive them.*
  2. *When your appointment ends (whatever the reason) you will continue to owe a duty of confidentiality to the Panel and to the Scottish Ministers in relation to information of a confidential nature to which you had access during your period of appointment.*
  3. *Further to clause 15 above, you may be considered unfit to be a Safeguarder and your appointment will be terminated if the Scottish Ministers are satisfied that you have disclosed information without authority (statutory or otherwise) that you received in the course of performing your functions, or have used it or intend to use it for personal gain or advancement or in conflict with actions set out in standard 5 of the Practice Standards (referred to at clause 4.1 above).*

1. ***Conflicts of Interest***
   1. *You will not take part in activities which conflict with the interests of the Panel and, in particular, you must not misuse your role, or any information acquired in the course of your role, to further your private interests or those of others in line with the Practice Standards (referred to at clause 4.1 above).*
   2. *You will, as soon as possible, declare any conflict of interest, or what could be perceived to be a conflict of interest, relating to existing or potentially concurrent professional or voluntary roles or personal connections, including in relation to the children’s hearing’s system. If you fail to notify a conflict or to discuss a conflict with the Safeguarders Panel Team (with a view to potential agreement or management), or where previously agreed management of conflict is not adhered to, your appointment may be terminated.*
2. ***Intellectual property rights***
   1. *“Intellectual Property Rights” includes any materials, works and any right in the nature of intellectual property, whether or not registered, in any form which are created, produced or generated by or for you on behalf of the Scottish Ministers for use in relation to the performance by you or in connection with your functions of appointment.*
   2. *All Intellectual Property Rights belong to the Scottish Ministers and you agree to assign them to the Scottish Ministers.  This assignation takes effect on XX or as an assignation of future rights which takes effect immediately on the coming into existence of the Intellectual Property Rights.*
   3. *You grant to the Scottish Ministers a royalty- free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights owned or developed by you in your role as Safeguarder which the Scottish Ministers reasonably require.*
3. ***Political Activity***
   1. *Further to clause 15 above, your appointment may be terminated if the Scottish Ministers are satisfied that the acceptance or holding of any other appointment, office, role, position or interest means you would be disqualified from appointment.*
4. ***Monitoring of performance*** 
   1. *Further to clause 15 above, you are required to be able and willing to operate in accordance with the Practice Standards referred to at clause 4.1 above. You must comply with the requirements of the Performance Support and Monitoring Framework referred to at clause 5 above, which sets out how performance against the Practice Standards is to be measured. Failure to meet the Practice Standards may result in the termination of your appointment.*
5. ***Training***
   1. *You must complete mandatory training provided for Safeguarders by Scottish Ministers in each year of appointment which will be the equivalent of at least 2 days training. You must actively take part in the training provided and are required to successfully complete this training by virtue of this clause and regulation 8(3) of the 2012 Regulations (as amended). Failure to meet the training requirements may result in the termination of your appointment under clause 15(c)(ii) above.*

|  |
| --- |
| **I accept appointment as a member of the Safeguarders Panel on the terms set out in Annex A.**  Signature: Date:  Full name (in block capitals): |

1. See link - [Current policy on Safeguarder Fees, expenses, allowances](https://www.children1st.org.uk/help-for-families/safeguarders-panel/for-safeguarders/fees-and-expenses/) [↑](#footnote-ref-2)
2. See link – [Policies and Guidance](https://www.children1st.org.uk/help-for-families/safeguarders-panel/for-safeguarders/policies-and-guidance/) [↑](#footnote-ref-3)