



2.5A GUIDANCE ON PERSONS OF CONCERN WHO WISH TO ATTEND CHURCH SERVICES AND ACTIVITIES

DEFINITIONS

Person of Concern (POC) means any person who wishes to participate in the life of the Church of Ireland and/or:

- Who has engaged in criminal sexual behaviour.
- Is being investigated for sexual offence.
- Is reasonably suspected of engaging in harmful sexual behaviour.
- Who through admission, past conduct or information received from statutory authorities indicates a potential risk of harm, even when there has been no criminal conviction.
- May display sexualised behaviour in a church setting which gives cause for concern.

The term POC does not imply guilt but is used for safeguarding purposes to ensure appropriate risk assessment, supervision, and protective measures are put in place.

If a sexual offence has occurred in relation to an adult, consideration will be given to potential risk of harm to children as they are deemed to be more at risk of harm than the general population.

INTRODUCTION

Information regarding people in this context comes from a variety of sources. These may include:

- The person themselves.
- The person's Dedicated Risk Manager (DRM) in Northern Ireland or relevant Garda Contact in the Republic of Ireland, or relevant statutory authority such as Probation.
- Media coverage or social media.
- Information from other parishioners or family members.

This guidance provides general advice on how to deal with information that is shared relating to Persons of Concern and the steps that should be taken to verify the information and manage risk.

PROCESS

The process below outlines the steps necessary regarding a Person of Concern; however, it should be noted that circumstances or contexts of each piece of information is individual and may require deviation from this process:

1. The person who receives the information relating to a Person of Concern in the Parish or Diocese should contact the RCB Safeguarding Casework Team, who are available for advice and support.



2. The RCB Safeguarding Casework Team will consult with the relevant statutory authorities.
 - a. **If the information relates to a parish or diocese in Northern Ireland** – The Church of Ireland has a Memorandum of Cooperation with PPANI (Public Protection Arrangements for Northern Ireland), and the Safeguarding Manager for Casework is the Single Point of Contact for the Church of Ireland. They will contact the PSNI and/or the PPANI Coordinator for advice and to ascertain if there is any immediate risk of this person attending a parish or particular services.
 - b. **If the information relates to a parish or diocese in the Republic of Ireland** – The RCB Safeguarding Casework Team will consult the relevant Garda office for advice and to ascertain if there is any immediate risk of this person attending a parish or particular services.
3. The RCB Safeguarding Casework Team, along with the relevant statutory authority, will ascertain if representatives of the Parish or Diocese can speak to the individual directly and what information can be shared to ensure that it would not interfere with any ongoing or new investigation. This should be agreed in writing with the statutory authorities.
 - a. If the Parish or Diocese is permitted by the relevant statutory authority to discuss information directly with the Person of Concern: A meeting should be held, the content of which should be agreed with the statutory authorities and may include:
 - i. An outline of the agreed information that can be shared
 - ii. An outline of the Parish's or Diocese's expectations about the Person of Concern's behaviour
 - iii. If a Person of Concern is seen to be an 'adult at risk' (in NI), or a 'vulnerable adult' (in ROI), they should have a Support Person with them in any meetings about the issue
 - iv. An agreed form of action of what the next steps will be following the meeting
 - v. The meeting should be documented and a record kept in the parish or diocesan safeguarding files.
 - b. If the Parish or Diocese are not permitted to discuss with the Person of Concern: Advice should be sought from the PSNI/Garda about how to manage risk in the interim.
4. Following the conclusion of step 3, the statutory authorities should be consulted about next steps. This may include a safeguarding agreement (**2.5A Template 1**) or similar document being made, which will include:
 - a. An outline of the Parish's/Diocese's expectations regarding the Person of Concern's behaviour. This should be explicit and proportionate to the risk presented. It should explain where and when the POC can attend and, if necessary, outline times and places which are forbidden for the Person of Concern to be on church property. This can include:
 - i. Which services the person may attend, including arrival and departure times
 - ii. Restrictions regarding use of facilities (e.g. toilets, kitchen areas, halls)
 - iii. Who will accompany them to the service or activity



- iv. A designated area of the church or property where the person may sit
 - v. What activities he/she may participate in
 - vi. What activities he/she is not permitted to attend; this may include any involvement with children's/young people's groups, social events or mixed-aged gatherings
 - vii. Prevention of undertaking any role in the Parish/Diocese which could be perceived as a position of trust or authority
 - viii. Any other restrictions on the person's behaviour within the church community which are considered appropriate.
- b. An overview of how and with whom the information in this agreement is shared to manage risk. Information should be strictly on a need-to-know basis, and a record should be kept of what information was shared, with whom and for what purpose, to ensure that a balance is struck between confidentiality and the duty to protect children. The Parish Panel or persons nominated by the Incumbent will:
- i. Monitor compliance with the safeguarding agreement
 - ii. Maintain appropriate oversight during attendance
 - iii. Act as the primary contacts for statutory agencies or the Diocesan Safeguarding Panel
 - iv. Record and report any concerns or breaches.
- c. An outline of when and how the agreement will be reviewed. The agreement should remain in place whilst the person continues to attend church services or activities. There should be annual reviews of the agreement or more frequently if required. Additionally, reviews should occur:
- i. prior to a vacancy in a parish,
 - ii. when a new Incumbent is appointed,
 - iii. immediately following any change in the legal status of the POC,
 - iv. following any breach of the agreement or new concern.
- d. An outline of what will happen if the agreement is breached. In these circumstances the statutory authorities must be informed without delay. Consultation should take place with the statutory authorities, the RCB Safeguarding Casework Team and Case Management Committee (CMC) about actions following a breach of the agreement. This may include:
- i. A redraft of the document following a reassessment of risk
 - ii. The person being asked not to attend the service or activity.
- e. The agreement should be signed by two representatives of the Parish/Diocese alongside the Person of Concern and any DRM or equivalent statutory representative if available and any other person who attends the meeting where the agreement is signed.
- f. If the Person of Concern wishes to attend a different parish, then a further agreement would be required for attendance at this Parish and would involve the sharing of information with the RCB Safeguarding Casework Team who will consult with the statutory authorities on sharing information with the relevant representatives of that Parish.



5. If a safeguarding agreement or similar document is in place, but the concerning behaviour continues, the Parish or Diocese should reassess any risks posed and consult with the RCB Safeguarding Casework Team who will liaise with the statutory authorities.

COMMUNICATION PLAN

In some cases rumours can create safeguarding risks and it can be difficult to manage concerns from parishioners.

If information becomes known within the Parish or Diocese, relevant advice should be sought (e.g. from a legal representative, CMC or the RCB Safeguarding Casework Team) before any communication is made. Any communication must:

- Avoid breaching confidentiality
- Avoid defamatory statements
- Reassure parishioners that safeguarding procedures are in place.

REPRESENTING THE CHURCH

Best safeguarding practice by the Church in respect of those convicted or cautioned for sexual offences against children, vulnerable adults, adults at risk or adults in need of protection requires that they must not hold representational roles as this can be perceived to convey a position of authority by other members of the Church.

An individual who has been the victim of a sexual offence may have to manage lifelong consequences arising from that harm and their needs should be prioritised. It is therefore regarded as inappropriate that if it is known that someone with a conviction for sexual offences against children, vulnerable adults, adults at risk or adults in need of protection would hold any role on a decision-making body in the parish, diocese or church leadership of any sort, even when that role does not involve contact with children, vulnerable adults, adults at risk or adults in need of protection.



2.5A TEMPLATE 1: EXAMPLE SAFEGUARDING AGREEMENT

This is an agreement between:

In the Diocese of:

And:

INTRODUCTION AND KEY CONDITIONS

1. The purpose of this Agreement is to enable [redacted] to participate in worship in church whilst ensuring the safety of children and adults at risk/vulnerable adults. Children are anyone under the age of 18 years. Adults at risk/vulnerable adults are defined in the Church of Ireland Adult Safeguarding Policies.
2. [redacted] can worship in [redacted] Church only if the following conditions are met. Worship means attending church services and Bible Study, discussion or faith development groups in church premises.
3. If [redacted] chooses not to keep the following conditions, he/she is choosing not to attend worship. In such circumstances the Incumbent will notify the RCB Safeguarding Team and/or other professionals involved with [redacted]

BEING IN THE CHURCH AND CONTACT WITH OTHER PEOPLE

4. [redacted] will not be allowed:
 - to be in a situation where he/she is alone with children or adults at risk/vulnerable adults
 - to enter rooms/shared areas, inside or outside church premises, where he/she could be alone with children or adults at risk/vulnerable adults.
5. [redacted] will not be allowed to take up any post, position of trust, responsibility, or leadership in the church. This is to ensure that adults and children within the church do not view him/her as having a position of trust or authority.
- [redacted] will not be permitted to have any role in the parish which could be perceived as a position of trust or authority.



6. This includes any duty or responsibility on behalf of the church which gives lone access to church premises and contact with children or adults at risk/vulnerable adults. It also covers duties or activities off church premises for any organisation or individuals where [REDACTED] may be viewed as representing the church.

7. [REDACTED] will attend [REDACTED] service/activity and will sit in a designated area in the church; Parish Panel members or persons nominated by the Incumbent will discreetly monitor him/her and accompany him/her when he/she needs to use other facilities such as the toilets. He/she will not place himself/herself in the vicinity of children.

However, should any child or adult at risk sit near [REDACTED] this will be closely monitored by the nominated person. It may draw unnecessary attention to [REDACTED]

if he/she were to move seats in such circumstances.

8. For the duration of this Agreement, it is agreed that [REDACTED] will decline any invitation to visit parishioners' homes for the purposes of house groups or other church activities where there are children or adults at risk/vulnerable adults in that home.

SHARING INFORMATION WITH OTHERS

We are committed to protecting your personal information. By completing and signing this form you are confirming that you are consenting to the parish, diocese and RCB Casework Team holding and processing your personal data, for the purpose of contacting you by post, phone or electronically with regard to this agreement. If you have any questions about how we process your personal data contact the persons listed in Section 14 of this document.

9. It is accepted that there are a limited number of people within the Parish who will need to be informed confidentially of [REDACTED]

circumstances. This group will be kept to a minimum and will be provided with only the appropriate amount of information required to ensure the safety of all in the church and support for [REDACTED]

10. It is agreed that contact will be made with the RCB Safeguarding Team, and statutory authorities such as Probation Service, as and when necessary, for example if [REDACTED]

does not comply with the conditions of this Agreement, or his/her behaviour or information suggests that there may be an increased risk of harm to others.



DURATION AND REVIEWS OF THE AGREEMENT

11. There is no time limit for how long this Agreement will last. It will apply for as long as wishes to worship at Church.
12. There will be regular and formal reviews of this Agreement held with and church representatives, and including statutory authorities if appropriate.
13. If there are concerns about 's compliance with this Agreement, a review meeting can be called at any time. The details of the next review are:

Time and Date:

Place:

SUPPORT AND PASTORAL CARE

14. For the duration of this Agreement, pastoral care will be provided by:

Signed on behalf of the Parish by:

Signed:

Date:

Signed on behalf of the Parish by:

Signed:

Date:

Name of Person of Concern:

Signed:

Date:

Signed Designated Risk Manager:

Signed:

Date:

Other attendee:

Name and Role:

Date: