

BiG SERVICES AGREEMENT



AGREEMENT FOR SERVICES

THIS AGREEMENT is BETWEEN:

BiG (Besty's Inspirational Guidance) a sole trader trading from business address Flat 4, 8 Station Approach, London SE26 5EU and **[Client's Name -----]** whose registered office is at ----- and whose registered number (if applicable) is -----

WHEREAS:

- (A) **BiG** and **[Client's Name -----]** entered into a services agreement dated: [----- date, Month, Year (4 digits)]
- (B) The parties now wish to record the terms on which BiG will provide services to **[Client's Name -----]**.
- (C) Accordingly, BiG has agreed to supply and **[Client's Name -----]** has agreed to accept the Services (as defined in Schedule 1) on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1. Interpretation

In this Agreement:

- 1.1 Additional Working Days means additional days for BiG Personnel to carry out such services for **[Client's Name -----]** as **[Client's Name -----]** may require,
- 1.2 Allowable Disbursements means the categories of disbursements set out in Schedule 2;
- 1.3 BiG Personnel means such officials, consultants or contractors of BiG having the necessary qualifications, skill and expertise to carry out the services at the request of **[Client's Name -----]**
- 1.4 Business Day means Monday, Tuesday, Wednesday, Thursday or Friday excluding any English public or statutory holidays;
- 1.5 Commencement Date means date, month, year (four digits) of when the Services provided by BiG starts;
- 1.6 Non-disclosure Agreement means the Non-disclosure agreement as outlined in Schedule 3
- 1.7 Contract Term means each individual period agreed between BiG and **[Client's Name -----]** from the commencement date outlined in Schedule 1
- 1.8 Electronic Communication means an electronic communication as defined in the Electronic Communications Act 2000;
- 1.9 Fees means the amounts payable by **[Client's Name -----]** to BiG for the Services as set out in Schedule 2.
- 1.10 Intellectual Property Rights means:
 - copyright, patents, database rights and trade marks, designs, know-how and non-disclosure information (whether registered or non-registered);
 - applications for registration, and the right to apply for registration, and the right to apply for registration, for any of these rights; and
 - all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- 1.11 Client Name means all or any of the following:
 - (i) **[Client's Name -----]**, a limited liability partnership incorporated in England and Wales with registered office at -----, its affiliated firms

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or other entities carrying on business outside the United Kingdom under or including the name '[Client's Name -----]' or under joint venture or collaboration arrangements in association with [Client's Name -----] and any successors to all or substantially all of the business of [Client's Name -----] or of such other firms or entities;

• (ii) any company, firm or person which controls, is controlled by or on behalf of, or is under common control with any of those described in section (i) of this definition including any parent or subsidiary undertaking as defined in section 1162 Companies Act 2006, and for the purposes of this definition questions of "control" shall be determined by reference to section 840 Income and Corporation Taxes Act 1988 or, where the entity concerned is neither a company nor a partnership for the purposes of that section, by reference to the principles in that section;

[Client's Name -----] Information means information of whatever nature and in whatever form it is held concerning [Client's Name -----], their business, any of their clients, employees, agents and subcontractors or any persons having dealings with [Client's Name -----] and which is provided to or comes to the knowledge of BiG or any of its officials, consultants or contractors during the course of or in connection with the provision or proposed provision of any Services to [Client's Name -----] and includes but is not limited to [Client's Name -----] know-how, precedents, opinions, advice, secret or confidential operations, client information, trade secrets, information held by [Client's Name -----] databases, documents or files provided by or obtained from any member of [Client's Name -----], processes or dealings or any information in any way relating to the organisation, business, finances, transactions or affairs of [Client's Name -----] or to any services provided by BiG or any information derived there from or this Agreement;

1.12 BiG means BiG (Besty's Inspirational Guidance)

1.13 Services means the services as set forth in Schedule 1

1.14 References to paragraphs are to paragraphs of the Schedules.

1.15 If there is any conflict or inconsistency between a term in this Agreement and a term in any of the schedules, the term in the schedule(s) shall take precedence

2. The Services

2.1 BiG shall, from the Commencement Date, provide the Services as outline in Schedule 1 and carry out it's obligations in accordance with the terms and conditions of this Agreement.

2.2 BiG shall perform the Services to [Client's Name -----] reasonable satisfaction, in a safe and competent manner and in accordance with Good Industry Practice.

2.3 BiG shall acquaint itself and comply with any working practices, rules or procedures notified to BiG from time to time and which are applicable to [Client's Name -----] service providers at any location where BiG performs the Services.

2.4 BiG shall also comply with all applicable laws.

2.5 If BiG or any BiG Personnel shall require access to any:

(a) premises of [Client's Name -----], access shall be made available only at such times as shall be agreed by [Client's Name -----] and subject to BiG Personnel acting in conformity with [Client's Name -----]

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health and safety, dress, smoking, security, confidentiality and other regulations and policies applicable at those premises from time to time. BiG Personnel who fail to comply with such regulations and policies or whose conduct or appearance is otherwise unacceptable to **[Client's Name -----]** may be excluded from such premises without liability. No BiG Personnel shall be entitled to have access to any part of such premises which is not strictly necessary in connection with the provision of the Services or shall take action which may impede or disrupt others working at such premises as authorised in writing by **Client's Name -----**];

(b) IT systems or infrastructure of **Client's Name -----**], access shall be made available only in such manner and subject to such safeguards as **Client's Name -----**] shall designate in writing.

3. Contract Management and Personnel

3.1 Each party has appointed or shall appoint a Contract Manager who shall be responsible for the co-ordination of all matters relating to the Services and the day to day management and administration of this Agreement.

3.2 The BiG Contract Manager shall contact the **[Client's Name -----]** Contract Manager promptly in the case of any potential or actual significant delay to the provision of the Services.

3.3 The BiG Contract Manager shall promptly provide to the **[Client's Name -----]** Contract Manager all information reasonably requested by the **[Client's Name -----]** Contract Manager in relation to the performance of the Services and the Allowable Disbursements and all matters ancillary thereto.

3.4 BiG shall appoint BiG Personnel to perform the Services. Whilst some of the Services shall be provided off-site, BiG shall procure that BiG Personnel shall be available to perform the Services on-site from time to time as may be reasonably required to ensure delivery of the Services.

3.5 BiG shall be responsible for the management of all BiG Personnel and shall vet all BiG Personnel in accordance with Good Industry Practice and any security policy, guidelines or requirements as **Client's Name -----]** may notify BiG from time to time.

3.7 **Client's Name -----]**and BiG acknowledge that it is not intended that any BiG Personnel shall be or shall become employees of **Client's Name -----]** as a consequence of the performance of the Services in this Agreement or otherwise.

3.8 BiG shall indemnify and hold indemnified **[Client's Name -----]**for and against any and all liabilities, awards, compensation, damages, fines, losses, orders, penalties or payments, including settlement payments, costs and expenses, which may be incurred by **[Client's Name -----]** arising out of or in connection with any claim by or in respect of any BiG Personnel

4. Warranties

4.1 BiG warrants to **[Client's Name -----]** that:

- (a) it has acquainted itself fully with the scope of Services and all matters relevant thereto;
- (b) it and the BiG Personnel have the necessary skill and expertise to enable provision of the Services in accordance with Good Industry Practice;
- (c) it will not be in breach of any other contract by providing the Services under this Agreement; and
- (f) it will comply with all applicable laws and regulations in performance of its obligations under this Agreement.

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4.2 For the avoidance of doubt, no conditions, warranties other terms apply to the performance of the Services except to the extent expressly set out in this Agreement.

5. Changes to the Services

The parties may only amend or modify the Services provided under this Agreement by written agreement signed by the [Client's Name -----] Contract Manager and the BiG Contract Manager, as per Schedule 5.

6. Fees and Allowable Disbursements

In consideration of BiG performing the Services in accordance with Schedule 1, [Client's Name -----] shall pay the Fees and Allowable Disbursements as set out in, and in accordance with, Schedule 2.

7. Invoicing and payments

7.1 BiG shall include such information on or with invoices as is necessary for [Client's Name -----] to verify the accuracy of the invoice.

7.2 [Client's Name -----] shall:

(a) Subject to Section 7.2(b) below, pay all BiG invoices within 15 days of receipt thereof;

(b) In respect of any invoice rendered by BiG for Additional Working Days, use its reasonable endeavors to approve such invoices and make payment within 15 days of receipt thereof.

7.3 BiG shall provide [Client's Name -----] with a valid invoice as reasonably required by [Client's Name -----].

7.4 The Fees and Allowable Disbursements payable under this Agreement are exclusive of value added tax (if any) which, if payable, shall be paid at the rate and in the manner for the time being prescribed by law.

7.5 If any sum is payable to [Client's Name -----] by BiG, that sum may be deducted by [Client's Name -----] from the Fees payable by [Client's Name -----] to BiG as a credit against the next invoice which is issued by BiG under this Agreement to [Client's Name -----]. If any amount is payable to [Client's Name -----] by BiG at the end of the Term and there are no more invoices to be issued by BiG, [Client's Name -----] may issue an invoice for the relevant sum to BiG which BiG shall pay within 15 days of receipt of that invoice.

8. Confidentiality

8.1 In consideration of Client's Name -----] agreeing to supply Client's Name -----] information to BiG, BiG acknowledges that the Client's Name -----] Information is confidential and is received by it or any BiG Personnel under a duty of strict confidentiality to Client's Name -----] and BiG undertakes as follows:

(a) it shall keep all Client Name's -----] Information confidential and in a secure place and it shall not make use of, copy, reproduce, distribute or divulge to any person any Client Name's -----] Information, other than as permitted under Section 8.2 below;

(b) it will use the Client Name's -----] Information solely for the purpose of providing, considering or

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receiving the Services under this Agreement and not for any other purpose;

(c) it will not, without **Client Name's** -----] prior written consent, disclose any **Client Name's** -----] Information to any person other than its professional advisers and its agents and its officials, who, in each such case, need to know the **Client Name's** -----] Information for the purpose of advising on, providing, considering or receiving the Services, subject to the terms of Sub-paragraph (d);

(d) it will ensure that each person to whom disclosure of **Client Name's** -----] Information is made as permitted under Sub-paragraph (c) above is made aware of and agrees to be bound by the duties of confidentiality herein and it will assume responsibility for any breach of the terms of this Agreement by any such person;

(e) on written request from **Client Name's** -----], it will promptly return (or, at **Client Name's** -----] option, destroy) all **Client Name's** -----] Information without keeping any copies, to the extent reasonably practicable expunge all **Client Name's** -----] Information from any computer or other device containing **Client Name's** -----] Information and hand over to **Client Name's** -----] all notes (and any copies) prepared by it; provided that BiG may retain copies of such **Client Name's** -----] Information as may be required to be retained under its insurance policies, or by any law, regulation or professional rule. On request, it will certify to **Client Name** -----] in writing that this paragraph has been complied with; and

(f) it will immediately notify **Client Name** -----] of any breach or suspected or alleged breach of this Clause 8 and acknowledges that damages may not be an adequate remedy for such a breach and **Client Name** -----] shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this Agreement.

8.2 Section 8.1 of this Agreement shall not apply to **Client Name's** -----] Information which is:

(a) disclosed with the prior written consent of **Client Name** -----], which consent may be given subject to any conditions which **Client Name** -----] may impose;

(b) ordered to be disclosed by a court of competent jurisdiction or otherwise required to be disclosed by law, provided that BiG will (provided it is permitted to do so under applicable laws, regulations and professional rules) promptly notify **Client Name** -----] in writing and co-operate with **Client Name** -----] regarding the timing and content of any such disclosure or any action which **Client Name** -----] may reasonably elect to take or require to be taken to change the validity of such requirement; or

(c) comes into the public domain other than as a result of a breach by BiG (or by any person to whom disclosure of **Client Name's** -----] Information is made as permitted under this Agreement) of any of their respective obligations under this Agreement.

8.3 BiG warrants that it has appropriate client confidentiality agreements and restrictions in place in respect of any Personnel of BiG who may have indirect access to **Client Name** -----] Information.

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9. Data Protection

[Client's Name -----] and BiG shall comply fully with all relevant data protection laws and regulations, as outlined in Schedule 8

10. Scope of Authority

BiG is an independent contractor and nothing contained in this Agreement shall be construed or have effect as constituting a joint venture, relationship of employer and employee or partnership between [Client's Name -----] and BiG or any BiG Personnel. BiG shall not have and shall not hold itself out as having any right or power to bind [Client's Name -----] or incur any obligation on [Client's Name -----] behalf.

11. Conflicts

11.1 Neither party shall at any time during the continuance of this Agreement and for a period of six months thereafter, either on its own behalf of any other person, firm or company, directly or indirectly induce or seek to induce any employee / official of or any member of the other party with whom that party has had contact in the provision of the Services, to leave the other's employ provided that neither party shall be prohibited from employing any such person who contacts such party of his or her own initiative or in response to a published general solicitation not specifically targeted at such person, in either case without any direct or indirect solicitation by such party.

11.2 Each party shall immediately disclose to the other party any breach of Section 11.1 of which it becomes aware.

11.3 If either party is in breach of the provisions of Section 11.1 then, subject always to Section 14.4, the maximum liability of the party in breach shall be the payment to the other party of an amount equal to one year's salary of the relevant employee.

12. Security

BiG shall ensure that all BiG Personnel required to work onsite are legally resident in the United Kingdom and/or have valid passports and/or work permits. BiG will also follow the DCSF guidance for safer recruitment best practice in education settings and the prevailing staffing regulations as set out in Schedule 5.

13. Insurance

13.1 Without prejudice to BiG's liability to [Client's Name -----] under this Agreement, BiG shall:

- (a) hold employers liability insurance for a limit of £10,000,000; and
- (b) hold public liability insurance for a limit of £2,000,000

13.2 BiG shall supply to [Client's Name -----] on request from time to time a copy of the insurance policies referred to in Section 13.1, together with the receipt(s) for the current premium payment(s).

14. Liability

14.1 Subject to Sections 14.3 and 14.4, BiG's total aggregate liability to [Client's Name -----] under or in connection with this Agreement (whether the liability arises because of breach of contract, negligence or for any other reason) shall not exceed an amount equal to the Services outlined in Schedule 1 or payable by [Client's Name -----] under this Agreement.

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14.2 Subject to Sections 14.3 and 14.4, [Client's Name -----] total aggregate liability to BiG or BiG Personnel under or in connection with this Agreement, whether the liability arises because of breach of contract, negligence or for any other reason, (other than its liability to pay the Fees and Allowable Disbursements) shall not exceed the total amount payable for the services delivered by BiG or BiG Personnel outlined in Schedule 1.

14.3 Neither party shall be liable to the other party for any special, incidental, exemplary, punitive, indirect or consequential loss or damage including, without limitation, any loss of business or profits in any case whether arising from tort (including negligence), breach of contract or otherwise (Indirect Loss) provided that this exclusion shall not apply to losses suffered by [Client's Name -----] as a result of any claim made against [Client's Name -----].

14.4 Nothing in this Agreement shall limit or exclude the liability:

- (a) of either party for fraud or fraudulent misrepresentation;
- (b) of either party for death or personal injury arising from its negligence or that of its members, partners, employees, agents or subcontractors;
- (c) of BiG for any breach by BiG of Clause 8; or
- (d) for any other loss, damage or liability which cannot be excluded or limited under applicable law, even if any term of this Agreement would suggest otherwise.

14.5 For the avoidance of doubt, Big shall remain responsible for the acts and omissions of any subcontractor appointed by it as if they were the acts and omissions of BiG or BiG Personnel.

15. Term and Termination

15.1 This Agreement shall automatically terminate after each individual end date, outlined in Schedule 1.

15.2 [Client's Name -----] shall be entitled to terminate this Agreement without cause by giving BiG not less than two weeks written notice of termination, in which event BiG shall comply with [Client's Name -----] reasonable instructions with regard to termination and [Client's Name -----] shall pay BiG in respect of the Services, other than those for which payment is properly withheld (until any dispute is resolved) in accordance with Clause 7.5, up to the effective date of such termination.

15.3 Each party shall have the right, without prejudice to its other rights and remedies, to terminate this Agreement immediately by written notice on the other, if:

- (a) the other party is in breach of any of its obligations under this Agreement or
- (b) the other party is unable to pay its debts or becomes insolvent or an order or an application is made or a resolution passed or documents are filed or faxed with a court for the administration, winding-up or dissolution of the other party (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee, supervisor or similar officer is appointed to the other party or over all or any of the assets of the other party or notice is given of the intention to make such an appointment or a moratorium is sought or declared in respect of the other party or the other party enters into or proposes any composition or arrangement with its creditors generally, or takes steps with a view to rescheduling or restructuring any of its indebtedness or anything analogous to the foregoing occurs in any applicable jurisdiction.

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15.4 [Client's Name -----] shall only be treated as being in breach of this Agreement if as a result of its failure to pay BiG any Fees, the non-payment does not relate to a bona fide dispute and the unpaid Fees have been overdue for more than 45 days.

15.5 If this Agreement is terminated by [Client's Name -----] under Section 15.3 above, BiG must reimburse [Client's Name -----] within thirty (30) days of the date of termination, any amounts paid by [Client's Name -----] on or before the date of termination which relate to a period for which it has not received Services.

15.6 Upon expiration or termination of this Agreement for whatever reason BiG shall co-operate with [Client's Name -----] and any other advisors or suppliers to [Client's Name -----] to ensure a smooth handover of the work carried out by BiG (including but not limited to the delivery to [Client's Name -----] of all books, documents, papers, materials and other property relating to the business of [Client's Name -----] or its clients which may then be in its or any BiG Personnel's possession or under its or any BiG Personnel's control). For the avoidance of doubt, nothing in this Section or any other provision of this Agreement shall be taken to compel or require BiG to provide assistance to any competitor of BiG other than as provided for in this Clause 16.6 or to disclose any Intellectual Property Rights owned by BiG to any competitor of BiG.

15.7 Termination shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or continuance of any provision of this Agreement which is expressly or by implication intended to come into force or continue in force on or after termination, including (without limitation) the provisions of Sections 3.3, 8, 9, 11, 13, or 15.

16. Notices

16.1 Any notice or other communication to be given under this Agreement must be in writing, which includes fax, but not any other form of Electronic Communication (unless otherwise provided in this Agreement) and may be delivered or sent by recorded delivery post or by fax to the party to be served at its address:

16.2 to [Client's Name -----] at:

London -----
Fax no: +44 -----
Marked for the attention of:

16.3 to BiG (Besty's Inspirational Guidance) at:

Flat 4,
8 Station Approach
London
SE26 5EU
Fax no:
marked for the attention of:
Lionel Best

16.4 or at such other address or fax number as it may have notified to the other party in accordance with this Section 17. Any notice or other document sent by post shall be sent by prepaid first class recorded delivery post.

16.5 Any notice or communication shall be deemed to have been served:
(a) if delivered, at the time of delivery; or

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(b) if posted, at 10:00 am GMT on the second Business Day after it was put into the post; or

(c) if sent by telex or facsimile process at the expiration of two hours after the time of dispatch if dispatched before 3:00 pm GMT on any Business Day, and in any other case at 10:00 am GMT on the next Business Day after the date of dispatch.

16.6 In proving service of a notice or document it shall be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery letter or that the telex or facsimile message was properly addressed and dispatched, as the case may be.

17. Invalidity

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part then this Agreement shall be amended to the extent necessary to remove the invalidity or unenforceability and shall continue to be valid and enforceable as to the other provisions thereof and the remainder of the affected provisions.

18. Waiver

Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision.

19. Force Majeure

Neither party will be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or industrial dispute of a third party. Subject to the party so delaying promptly notifying the other party in writing of the reason for the delay and the likely duration of the delay, the performance of the delaying party's obligations, to the extent affected by the delay, shall be suspended during the period that the cause persists provided that if performance is not resumed within 30 days after that notice the non-delaying party may by notice in writing terminate this Agreement. Each party shall use all reasonable endeavors to minimise the effect of any delays on the provision of the Services.

20. Amendments

Any amendment, waiver or variation of this Agreement shall not be binding on the parties unless set out in writing via the Change Control procedure, expressed to amend this Agreement and signed by or on behalf of each of the parties, as per Schedule 5.

21. Whole Agreement

22.1 This Agreement, including the Confidentiality Agreement and the documents referred to in this Agreement contain the whole agreement between the parties relating to the subject matter of this Agreement and supersedes all previous agreements between the parties relating to that subject matter.

21.2 Each party acknowledges that in agreeing to enter into this Agreement it has not relied on any representation, warranty or other assurance except those set out in this Agreement.

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22. Disputes

22.1 Any dispute arising out of or in connection with this Agreement (a Dispute) shall be referred by either party within seven (7) days first to:

(a) in the case of [Client's Name -----], the [Client's Name -----]Contract Manager; and
(b) in the case of BiG, the BiG Contract Manager, for resolution.

22.2 If the Dispute cannot be resolved by the persons referred to in Section 23.1 above within 14 days after the dispute has arisen, either party may give written notice to the other party (Notice) that a Dispute has arisen. If the Dispute cannot be resolved by agreement in writing between the parties within 14 days after the date of the Notice, the Dispute shall be resolved in accordance with the remaining provision of this Section 23.

22.3 A Dispute may at either party's request be referred to mediation. The mediation shall be conducted by a single mediator appointed by mutual agreement of the parties, or if the parties are unable to agree on the identity of the mediator within 21 days after the date of the request that the Dispute be resolved by mediation, or if the person appointed is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution (CEDR) in London on the application of either party. The mediation shall be conducted pursuant to a procedure established by the mediator in his or her absolute discretion. Mediation is without prejudice to the rights and remedies of the parties in any future proceedings. The cost of the mediation, including fees and expenses of the mediator shall be borne equally between the parties.

22.4 This Section 23 and Section 27 are without prejudice to either party's right to seek interim relief against the other party (such as an injunction) through the English courts to protect its rights and interests, or to enforce the obligations of the other party.

23. Rights of Third Parties

23.1 A person who is not a party to this Agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 provided that (i) where rights are afforded under this Agreement to [Client's Name -----], [Client's Name -----] contracts both for itself and for the benefit of (but not as agent or trustee of) [Client's Name -----] and [Client's Name -----] shall be entitled to enforce rights conferred on it directly by virtue of the Contracts (Rights of Third Parties) Act 1999; and (ii) any members, employees, officials, agents, clients and contacts granted rights under Clause 9 and Schedule 4 shall be entitled to enforce any such rights conferred on them by virtue of the Contracts (Rights of Third Parties) Act 1999 in respect of any breach relating to Clause 9 and Schedule 4.

24. Assignment and Subcontracting

24.1 Where there is a Change of Control, [Client's Name -----] may not assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of a director or senior manager of [Client's Name -----].

24.2 BiG may, with the prior written consent of [Client's Name -----], such consent not to be unreasonably withheld or delayed, subcontract the performance of any of its obligations under this Agreement, provided that BiG may not subcontract to any person or

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entity who [Client's Name -----] has advised BiG it does not wish to perform the whole or any part of the Services.

24.3 For the avoidance of doubt, if BiG subcontracts any of its obligations pursuant to this Section 24.2, it shall remain liable to [Client's Name -----] for any acts or omissions by such subcontractor or subcontractors.

25. Counterparts

This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any party may enter into this Agreement by executing a counterpart. Facsimile signatures shall be valid and binding to the same extent as the original signatures.

26. Governing Law and Jurisdiction

26.1 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and interpreted in accordance with English law.

26.2 Subject to the dispute resolution procedure set out in Section 23, the courts of England shall have exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement (including a dispute in connection with this Agreement) and the parties accordingly submit to the exclusive jurisdiction of the English courts.

Signed on Behalf of BiG (Besty's Inspirational Guidance)

Print Name

Lionel Best

Position

Programmes Director

Date

Signed on Behalf of [Client's Name -----]

Print Name

Position

Date



Schedule 1

The Services

- a. Description of the SHOCK (Self esteem, Heath, Opportunities, Confidence, Knowledge) Services
- b. Objectives
 - To empower young people to take responsibility and ownership and deal with conflict effectively while managing their own anger
 - To widen young people's general knowledge so they can make informed choices and thrive in education and in life
 - To raise the motivation levels of vulnerable young people so they value and respect themselves, others and the authorities,
 - To assist young people to have healthier lifestyles
- c. SHOCK will be delivered by two professionals who will facilitate classroom and football activities aimed at developing verbal and written communication and presentation skills, interpersonal, people and team working skills, problem solving skills, and mental math ability. The programme focuses on team working with group discussions, exercises, quizzes and football skills challenges.
- d. Without limitation, activities that will be delivered in the programme are:
 - 1.3.1 Classroom** - 'Happiness', 'Well being', 'Job Aspiration', 'Good versus Bad list' and 'Healthy daily menu' exercises, 'SHOCK' team puzzle and Group mental math quiz;
 - 1.3.2 Football** - Football cricket, Football statue, Quiz and skills challenge 1 & 2, Football hunt, and Football matches
- e. The SHOCK programme will run for 12 weeks with one 2 hour sessions per week (a total of 24hours). It will commence on [----- date, Month, Year (4 digits)]and will end on [----- date, Month, Year (4 digits)]. The programme will run every [.....] between [----- date, Month, Year (4 digits)]and [----- date, Month, Year (4 digits)] and will include a presentation ceremony



Schedule 2

Allowable Disbursements

- a. The total cost for the 12 week programme is £6,000 (£500 x 12)
- b. Payments for the programme to be made in two installments - one at the beginning of the programme and one at the end.
- c. Dates and amounts of invoices will be as follows:

c.1 Invoice 1:
 Date of invoice [----- date, Month, Year (4 digits)]
 Amount payable - £3,000

c.2. Invoice 2:
 Date of invoice [----- date, Month, Year (4 digits)]
 Amount payable - £3,000

- d. The weekly cost is broken down as follows:

Invoice 1
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500

Invoice 2
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500
 [----- date, Month, Year (4 digits)] @ £500

- e. All invoices should be settled within 15 days of receipt



Schedule 3

Non Disclosure Agreement

1. **BIG (Besty's Inspirational Guidance)**, sole trader registered in England, whose registered office is Flat 4, 8 Station Approach, London SE26 5EU ("the Disclosing Party"); and
2. _____, a company registered in England with number _____ whose registered office is at _____ ("the Recipient Party")

Each of which is a "Party", and which are together the "**Parties**".

RECITALS:

- (A) The Disclosing Party and Recipient Party wish to disclose certain items of confidential information (as hereinafter defined) to each other for the Purpose specified below.
- (B) The Parties have therefore agreed to enter into this Agreement upon the terms and subject to the conditions set out below.

IT IS HEREBY AGREED as follows:

1 Definitions and Interpretations

- 1.1 In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

"Affiliate" means an entity under common control with a Party;

"Confidential Information" all communications and all information whether disclosed in writing, visually, orally, physically or by any other means and all material supplied to or obtained by the Recipient Party whether before or after the date of this Agreement in

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connection with or during the continuance of the Purpose (whether or not such information is expressly stated to be confidential or marked as such) and shall without limitation of the foregoing include any information from whatever source supplied to or obtained by the Recipient concerning the trade secrets, commercial information, ideas, discoveries, the names of practitioners, customers, business associations, transactions or financial arrangements of the Disclosing Party whether or not related to the goods and/or services supplied by that.

"Disclosee Party"

The Disclosee party is BiG (Besty's Inspirational Guidance)

"Permitted Disclosees"

means those partners, directors, shareholders, employees or professional advisers or financial institutions, employed or engaged by the Recipient Party, and having a need to know the Confidential Information for the Purpose;

"Practitioner"

means someone who practices a profession who shares the same business interest as BiG

"Purpose"

The discussion and evaluation by the Parties of potential business opportunities and the negotiation of an agreement between them concerning such business opportunities;

"Recipient Party"

The Recipient Party will be any single individual or organisation that BiG is in contact with, by means of any communication, to discuss BiG's "purpose"

2 Handling of Confidential Information

2.1 In consideration of the Disclosing Party disclosing Confidential

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Information to it, the Recipient Party gives to the Disclosing Party the undertakings and acknowledgements and accepts the obligations set out in this Agreement. For the avoidance of doubt, such undertakings, acknowledgements, and obligations shall be considered to be re given and re-accepted on each occasion that Confidential Information is given by the Disclosing Party to the Recipient Party.

- 2.2 The Recipient Party shall maintain the Confidential Information supplied to it in confidence and shall exercise in relation thereto no lesser security measures and degree of care than those which it applies to its own confidential information and trade secrets and shall use or permit the use of the Confidential Information (or any part thereof) only for the Purpose and in accordance with this Agreement.
- 2.3 The Recipient Party shall ensure that disclosure of such Confidential Information is restricted to its Permitted Disclosees, provided that the Recipient Party shall at all times be and remain responsible for ensuring that the Permitted Disclosee to whom Confidential Information is disclosed perform and comply with the obligations and undertakings set out in this Agreement for the benefit of the Disclosing Party. For the avoidance of doubt, the Recipient Party shall breach this agreement if any of its Permitted Disclosees does anything which, if done by the Recipient Party, would constitute a breach of this Agreement.
- 2.4 Copies or reproductions of Confidential Information may be made only if, and then only to the extent that, it is reasonably necessary for the Purpose. Any copies or reproductions made shall be and remain at all times the property of the Disclosing Party.
- 2.5 All Confidential Information (and all copies thereof) shall be returned to the Disclosing Party or destroyed, as the Disclosing Party so directs, immediately upon:
- 2.5.1 receipt of a written request from the Disclosing Party; or
- 2.5.2 the termination, howsoever arising, of this Agreement.
- 2.6 In the event that Confidential Information (or copies thereof) are to be destroyed pursuant to Clause 2.5, the Recipient Party shall, or where appropriate shall procure that any person to whom Confidential Information shall have been divulged shall, provide written confirmation of such destruction to the Disclosing Party.
- 2.7 The Recipient Party undertakes to the other that it shall:

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- 2.7.1 disclose Confidential Information only in accordance with this Agreement:
 - 2.7.2 use the same only for the Purpose;
 - 2.7.3 not contact any third party in connection with the Purpose, whether directly, or indirectly, without the prior written consent of the Disclosing Party.
 - 2.7.4 inform the Disclosing Party as soon as reasonably practicable upon becoming aware or suspecting that Confidential Information has been disclosed to an unauthorised person.
- 2.8 Notwithstanding the provisions of Clause 2.7, the Recipient Party shall not be deemed to be in breach of this agreement where it makes a disclosure of Confidential Information required by law, and it has previously:
- 2.8.1 given not less than five working days notice to the Disclosing Party of its intention to make such disclosure; and
 - 2.8.2 provided the Disclosing Party with any assistance the Disclosing Party may reasonably request in connection with the securing of a suitable protective order.
- 2.9 The obligations and restrictions set out in this clause 2 hereof shall not apply to any Confidential Information which is:
- 2.9.1 at the time of receipt by the Recipient Party, or which subsequently becomes, available to the public otherwise than by breach of this Agreement;
 - 2.9.2 already in the lawful possession of the Recipient Party prior to receipt in connection with the Purpose, and the same can be properly evidenced by its or its professional advisers' records to the reasonable satisfaction of the Disclosing party;
 - 2.9.3 lawfully disclosed to the Recipient Party by a third party without restrictions on its use or disclosure, provided that such third party is not itself in breach of an obligation of confidentiality in so disclosing; or
 - 2.9.4 independently developed by either Party.

3 Confidentiality of this Agreement

- 3.1 The Recipient Party agrees to:
 - 3.1.1 keep the existence and nature of this Agreement confidential; and
 - 3.1 .2 not to use the name of the Disclosing Party in any publicity, advertisement or other media disclosure without the prior written consent of the Disclosing

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Party.

3.2 If the Recipient Party considers that it is required by law to make a disclosure of the kind governed by Clause 3.1, it shall:

3.2.1 give to the Disclosing Party not less than five working days notice of its intention to make such disclosure; and

3.2.2 provide the Disclosing Party with any assistance the Disclosing Party may reasonably request in connection with the securing of a suitable protective order.

4 Intellectual Property

4.1 All Confidential Information shall be and shall remain the property of the Disclosing Party.

4.2 The Recipient Party acknowledges and confirms to the Disclosing Party that no disclosees information or material is granted to it pursuant to this Agreement either directly or indirectly under any discovery, copyright or other intellectual property right now or in the future held, made or obtained.

4.3 The Recipient Party hereby pledge and undertake to the Disclosing Party (as separate and independent agreements) that it will during the term of this Agreement and for a period of 24 months after its termination (howsoever occasioned):

4.3.1 not use for its benefit (or that of any Affiliate) or disclose to any entity any Confidential Information; and

4.3.2 take all reasonable steps to prevent the publication or disclosure of any Confidential Information.

4.4 The duration, extent and application of the restrictions contained in this Agreement are considered to be no greater than is necessary for the protection of the goodwill of the Disclosing Party and the said restrictions are considered reasonable by the Recipient Party.

5 Notices

5.1 All notices under this Agreement shall be in writing, marked for the attention of Lionel Best, and either left by hand at, or sent by first class registered or recorded delivery post to, the registered office from time to time of the Party being served.

5.2 Notices shall be deemed served when delivered, if left by hand, or on the third day following posting, if sent by post.

6 Termination

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- 6.1 This Agreement shall continue in force from the date hereof until terminated by:
- 6.1.1 mutual consent of the Parties; or
 - 6.1.2 a Party giving to the other not less than 30 days' prior notice; or
 - 6.1.3 if the recipient party breaches any of its obligations under clauses 2, 3, 4 and 5.
- 6.2 The provisions of Clauses 1 to 5 inclusive shall survive any termination of this Agreement for so long as is required to give effect to their terms.

IN WITNESS whereof the Parties have caused this Agreement to be executed the day and year written above

Signed for and on behalf of BiG (Besty's Inspirational Guidance)

Signed

Lionel Best

Name

Programmes Director, FA qualified Football coach

Position

Date: ____/____/____

Signed for and on behalf of:

Signed

Name and

Position

Date: ____/____/____

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Schedule 4

Change Control Request Notice Form

Change Request Notice		SHOCK Programme	
Part A: Initiation			
Programme Name:	SHOCK		
Organisation:			
Initiator:		Contact Number:	
Authorised Approver:		Contact Number:	
Submission Date:		Response Required by date:	
Details of Proposed Change			
(Include reason for change and appropriate details. Identify any attachments)			
Type of change	<input type="checkbox"/> Service change <input type="checkbox"/> <input type="checkbox"/> Contractual Change <input type="checkbox"/> Change of control		
Authorised Approver	Date:		
Name:			
Position in organisation:			
Job Title:			

Schedule 5

BiG Safeguarding Children Policy

BiG is committed to providing a secure environment for all young people, where children feel safe and are kept safe. All adults and volunteers at BiG recognise that safeguarding is everyone's responsibility irrespective of the role they undertake or whether their role has direct contact or responsibility for children. In adhering to this policy, and the procedures therein, BiG officials, and all those who are representing BiG will promote a climate where children and adults will feel confident about sharing any concerns that they may have about their own safety or the well-being of others and will contribute to BiG's delivery of the Every Child Matters 'five outcomes' to all children. This Child Protection Policy is one element in BiG's whole arrangements to Safeguard and Promote the Welfare of Children in line with our statutory duties set out at s175 of the Education Act 2002.

BiG's Safeguarding Children Policy also draws upon the guidance contained in the "London Child Protection Procedures" and DCSF Guidance 'Safeguarding Children and Safer recruitment in Education'. These documents are accessible on the [London Safeguarding Children Board](#) website.

We recognise that safeguarding is more than contribution to Child Protection matters and we will use all programmes and services delivered and provided by BiG to ensure all young people recognise risk and build resilience to manage any such risk themselves where appropriate. Young people will be encouraged to raise any issue of safety in confidence. We also recognise and accept that young people have a right to be heard and will additionally facilitate this by making ourselves available to listen to all children's concerns or issues verbally and in writing, or if they prefer, anonymously by placing their issues in suggestion and concern boxes which will be available at premises where BiG services are delivered. Where applicable we will review and modify our policies accordingly. Additionally we will work in partnership with parents and carers and will encourage parents to comment on and contribute to the evolution of our policies by giving them the opportunity to complete paper base and electronic feedback forms offering their views.

In liaising with parents and carers we will ensure that they are reminded that BiG has a duty to report concerns that we may have over the safety or well being of a child as part of our statutory duties to protect children from significant harm and/or neglect. Parents and carers will also be reminded that, where appropriate, any referral will be discussed with parents and carers before the referral is made, however parents and carers will not be contacted nor will the referral be discussed where it is felt that to do so will place the child at an increased risk of harm. In any event parents and carers will be reminded that all referrals are made in the best interest of the child.

In delivering our responsibilities as set out in this policy BiG will develop effective links with relevant agencies and co-operate with their child protection enquiries as appropriate, this will include attendance at Child Protection Conferences and Reviews, Core Group Meetings, and LAC Reviews as necessary.

Child Protection

All officials and volunteers at BiG must recognise and accept that children have a fundamental right to be protected from harm. In upholding this fundamental right we recognise that there are four definitions of child abuse, including neglect, as defined in Chapter 4 of the London Child Protection Procedures and as précised in this policy, which should be consulted as a reference document for full details of the definitions and recognition & response.

The four categories of child abuse are as follows:

1. Physical Abuse
2. Emotional Abuse
3. Sexual Abuse, and
4. Neglect

Physical Abuse

May include: Hitting, shaking, throwing, poisoning, burning, scalding, drowning, suffocating or otherwise causing physical harm to a child including the deliberate fabrication or causation of illness in a child.

May be recognised by: Physical injury such as bruising, bite marks, burns and scalds, fractures but also by aggressive behaviour or learning difficulties due to neurological damage. It may also be an indicator of concern where a parent gives an explanation inconsistent with the injury or gives several different explanations for the injury.

It is not appropriate for any official of or volunteer of BiG to undress, photograph or body map any child in an attempt to see physical injury, this is the role of child protection and investigating agencies.

Emotional Abuse

May Include: The persistent emotional ill-treatment of a child such as to cause severe and persistent adverse effects on the child's emotional development, mental health, behaviour and self-esteem. This may be caused by conveying to children that they are worthless, unloved or unvalued or by inappropriate expectations being made or by causing children to frequently feel frightened or the exploitation or corruption of children.

May be recognised by: Developmental delay, attachment issues, aggressive behaviour, appeasing behaviour, watchfulness or stillness, low self esteem, withdrawn or a loner, or having difficulty in forming relationships. Emotional abuse may be difficult to recognise as signs are usually behavioural rather than physical. Signs of emotional abuse may be associated or similar to other forms of abuse so presence of emotional abuse may indicate other abuse is prevalent as well.

Sexual Abuse

May Include: Involving or forcing or enticing a child to take part in sexual activities, whether or not the child is aware of what is happening. Such activities may involve sexual acts (penetrative or non-penetrative) or may include involving children in watching or taking part in pornographic material or to encourage children to behave in sexually inappropriate ways.

May be recognised by: Inappropriate sexualised conduct, age inappropriate sexualised play or conversation, sexually harmful behaviour - contact or non-contact, self-harm, eating disorders, continual, inappropriate or excessive masturbation, anxiousness or unwillingness to remove clothes - sports / PE etc, pain or itching in genital area, blood on underclothes, bruising in genital region and / or inner thighs etc.

A sexually abused child may also be recognised by disturbed behaviour such as sadness, depression or loss of self esteem. Disclosure of sexual abuse must be taken seriously as it is recognised that children are frequently scared to disclose due to guilt or fear.

Neglect

May include: The persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development (growth and intellect) such as failing to provide adequate food, shelter (including keeping children safe), clothing, or neglect of or unresponsiveness to a child's basic emotional needs.

May be recognised by: Being constantly hungry; constantly tired; have a poor state of clothing; be emaciated; have untreated medical problems; be frequently late or have poor or non-attendance at school; have low self esteem; display neurotic behaviour and/or have poor social relationships, have poor personal hygiene. A neglected child may also be apathetic, fail to thrive, or be left with or in the care of adult's under the influence of alcohol or drug misuse.

Bullying

Bullying is a specific form of abuse which may be prevalent in schools and is defined as deliberately hurtful behaviour, usually repeated over a period of time where it is difficult for the victims to defend themselves. The extent of bullying can include emotional and / or physical harm to such a degree that it constitutes significant harm, as set out in the definitions above, due to the extent to which it affects the health or development of the child subject to the bullying behaviour. Bullying may also be perpetrated within digital or ICT based environments, sometimes known as 'cyber-bullying' which must be treated as seriously as any other form of bullying and dealt with accordingly.

It must be noted that bullying may also constitute criminal behaviour and therefore instances of bullying may need to be reported to the police.

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Please refer to our separate code of conducts for 'Officials and Volunteers' and 'Participants'.

Responsibility and Immediate Action

All officials and volunteers working, delivering programmes and providing services for BiG are required to report instances of actual or suspected child abuse or neglect to the official with responsibility for child protection. In BiG the reporting arrangements are to communicate the issue to the Designated Senior Person for Child protection immediately including completing the [BiG incident, accident and allegation](#) form.

The Designated Senior Person for Child Protection is: Lionel Best

Where there are signs that a child is suffering significant harm or is likely to suffer significant harm or is being neglected the Designated Senior person for Child Protection may take advice before making a referral to Lambeth Children and Young People Services (CYPS): Referral and Assessment (R&A) Duty Team.

Where there are any doubts as to the seriousness of this concern or disagreement between the Designated Senior Person for Child Protection and the official / volunteer reporting the concern, advice will also be sought from Lambeth CYPS Duty Team and/or the Local Authority Designated Lead Officer for Youth Services (Roddy Leith) or his deputies.

In circumstances where a child has a suspicious injury that requires urgent medical attention, the Child Protection referral process should not delay the administration of first aid or emergency assistance. If a child is thought to be at immediate risk (because of parental violence or intoxication, for example) urgent police intervention may be requested. Particular vigilance will be exercised in respect of children who are subject to a Child Protection Plan and any incidents or concerns involving these children will be reported immediately to Social Care (and confirmed in writing). In all cases of

injury to a child consideration will always be given as to whether an urgent paediatric medical assessment is required to document injuries or to protect any forensic evidence.

Where it is suspected that a child may be at further risk of significant harm if the parent is spoken to, nothing will be said to the child's parent/carer without first discussing the matter with Social Care R&A Duty Team.

Role of the Designated Senior Person for Child Protection

The Designated Senior Person for Child Protection works in line with the responsibilities as set out in DCSF 'Safeguarding Children Guidance in respect of referrals, training and awareness raising. The Designated Senior Person for Child Protection is the focus person and local 'expert' for BiG officials and volunteers, and others, who may have concerns about an individual child's safety or well-being and is the first point of contact for external agencies that are pursuing Child Protection investigations. The Designated Senior Person for Child Protection also co-ordinates BiG representation at Child Protection

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conferences and the submission of written reports for conferences (a meeting of all relevant agencies). When an individual concern/incident is brought to the attention of the Designated Senior Person they will be responsible for obtaining advice from Lambeth CYPS Youth Service's Lead Officer for Child Protection and/or consulting with Social Care as appropriate to decide whether or not this should be formally referred as a child protection case.

The Designated Senior Person for Child Protection will ensure that all child protection records are kept separately from participant records and stored securely, by encryption and/or password protecting electronic files or ensuring that paper records are secured in a locked cabinet with restricted access.

Training

BiG in-service training will be organised for officials and volunteers at least every three years and will comply with the prevailing arrangements agreed by the Local Authority and LSCB and will be in line with the training Groups outlined in 'Working Together to Safeguard Children 2010'. The Designated Senior Person for Child Protection will attend Lambeth CYPS and other training courses as necessary and the appropriate inter-agency training organised by organisations such as the Lambeth Safeguarding Children Board at least every two years.

All BiG officials including volunteers will be signed posted to a copy of this policy document on the BiG website, and other relevant policies on arrival, and the procedures for recording and reporting Child Protection concerns specifically in connection with BiG services will be signed posted by Lionel Best to the official.

Recruitment

The arrangements for recruiting all officials and volunteers to BiG will follow the DCSF guidance for safer recruitment best practice in education settings and the prevailing staffing regulations. This will mean that all officials will be subject to reference and enhanced Criminal Records Bureau (CRB) checks and a single central record (SCR) will be kept of all vetting checks, which will also include verification of identity, any relevant qualifications and permission to work for non-EU nationals. In BiG we will ensure that CRB checks are renewed every three years for all officials (where appropriate), and will be a condition of service. The single central record will include the date these checks were made. All officials must by law be checked against the ISA's Children's List (Formally DCFS' List 99) prior to their appointment as part of the vetting process, and a separate ISA Children's List check will be made where a CRB has been applied for but not returned by the start date. BiG will only use employment agencies that positively vet their supply staff and confirm in writing that DCFS / ISA compliant checks have been carried out. Personnel joining BiG on an official or volunteer basis will be informed of the Child Protection policy and BiG's Safeguarding arrangements as part of induction.

Volunteers

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In line with the DCSF guidance on safer recruitment it will be necessary for any parent/carer/ or other person seen by the children as a trusted adult and who work for, or is delivering BiG services including BiG programmes on a regular basis to be CRB checked at an enhanced level. These checks are required to be updated regularly and at least every three years as they are for officials.

Volunteers will work under the direct supervision of the Programmes Director and will be subject to BiG's code of conduct for 'Officials and Volunteers'. BiG will provide volunteers with appropriate induction and volunteers will have a 'job description' pertaining to the volunteering role they are to perform.

All BIG officials and volunteers will be inducted which will include the provision of BIG's policies and procedures.

BiG Official's Code of Conduct

All officials (paid and voluntary) are expected to adhere to a code of conduct in respect of their contact with young people and their families. Children will be treated with respect and any rewards and sanctions should follow those detailed in BiG's Code of conduct for officials and volunteers. Whilst it would be unrealistic and undesirable to preclude all physical contact between adults and children, officials should avoid placing themselves in a position where their actions might be open to criticism or misinterpretation. Physical intervention should only be used as a last resort. Where incidents occur that might otherwise be misconstrued or where it becomes necessary to physically restrain or use force to control a child, for their own or others' safety, the safety of others, to prevent a criminal act or to maintain good order, this will be appropriately recorded and reported to the BiG Programmes Director and parents in

line with in line with updated DCSF Guidance: A [Guide](#) to the law for school governors Use of Force to Control or Restrain Pupils (November 2011).

For their own safety and protection, officials should exercise caution in situations where they are alone with children.

BiG officials should also be alert to the possible risks that might arise from contact with young people outside premises where BiG services are provided, including contact when using digital technologies. The Programmes Director must always be made aware of any such contact.

First Aid should only be administered by qualified first aiders and, if it is necessary for the child to remove clothing for this treatment, there should be, wherever possible, another adult present. If a child needs help with toileting or washing after soiling themselves, another adult should be present or within earshot. When children are enrolled onto any BIG programmes, parents/carers will be asked to give permission for changing their wet or soiled clothes at premises where the services are provided.

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Changing arrangements for coaching sessions

Where applicable, participants will be given the opportunity to change for coaching sessions in single sex areas.

Complaints / allegations made against officials / volunteers

BiG takes seriously all allegations made against any officials or volunteers. Mechanisms are in place for children, parents/carers and officials/volunteers to share any concerns that they might have about the actions of any officials or volunteers of BiG. All such allegations will be dealt with in line with our 'Allegations Against Officials / Volunteers Policy' and must be brought immediately to the attention of the Programmes Director, **not** the Designated Senior Person for Child protection (unless that is the same person) in order that the appropriate procedures may be followed.

All allegations will be dealt with in line with Chapter 5 of 'Safeguarding Children and Safer Recruitment in Education'.

Parents should also be advised of their independent right to make a formal complaint to the Police.

If the complaint concerns alleged abuse by the Programmes Director, this should **not** be brought to the attention of the Designated Senior Person.

Officials / Volunteers who are formally disciplined for any abuse of participants (or who resign before disciplinary action can be instigated) will be notified to the Children and

Young People's Service, if they are not already part of this process, and must be notified to the Independent Safeguarding Authority, for the ISA's consideration of possible inclusion on their list of persons barred from working with children and young people.

Records

Accurate written notes will be kept of all incidents or Child Protection concerns relating to individual children. If an official or volunteer have a child protection concern they should ensure that they complete the [BiG incident, accident and allegation](#) form and these will be kept on the children's Child Protection file.

Child Protection records are not available to children or parents. Child Protection records are kept by the Designated Senior Person for Child Protection, separately from BiG programmes/participants records, and can only be accessed by the Designated Senior Person.

All Child Protection records or files will be kept for archiving in line with the prevailing timescales for keeping such records which are published from time to time.

Policy Adoption, Monitoring and Review

This policy was considered and adopted by the Programme Director in line with his overall duty to safeguard and promote the welfare of children

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as set out at Chapter 2 of the DCSF guidance 'Safeguarding Children and Safer Recruitment in Education'.

Parents will be issued with a hard copy of this policy on request. This policy will also be made available to parents on the BiG website.

For BiG the Programmes Director will actively evaluate the effectiveness of this policy by monitoring the officials and volunteers understanding and application of the procedures within this policy as their overall duty to safeguard children. This may include monitoring the appropriateness of cases referred internally to the Designated Senior Person for Child Protection and whether those cases referred to Lambeth CYPs Social Care met their threshold and taken forward.

Policy Adopted by Programmes Director on: July 2011

Policy Last Reviewed on: January 2012

Policy Due for Review on: January 2013