



TOOWOOMBA DIOCESE
THIRD PARTY ENGAGEMENT involving PARISH FACILITIES
A Guide for Parish Leadership Personnel
14 April 2023

The purpose of this Guide is to assist Parish Leadership personnel in conducting sufficient due diligence with all Third Parties who use Parish facilities. This is to ensure that, during the use of Parish facilities, safeguarding policies and practices are in place to protect children, young people and adults at risk. Third Party users of Parish facilities must be informed that the Parish is committed to zero tolerance of all forms of abuse. The best interests of children, young people and adults at risk, come first.

Some Third Parties may be **engaged by the Parish** to provide services, facilities or maintenance: eg Trades People (plumber, electrician, builder, grounds worker, computer technician). Other Third Parties may **engage with the Parish** to hire or use Parish facilities for private activities or services. This may involve regular use (eg Play Group, Dance Classes, Fitness Activities) or one-off use of Parish facilities (eg birthday party, wedding reception, public meeting).

All Third Parties must either have appropriate Safeguarding Policies and practices in place **or** they must agree to adhere to the current *Diocesan Safeguarding Policy for Children, Young People and Adults at Risk (14 April 2023)*, for the duration of their time or activity in the Parish facility.

If the Third Party has their own Safeguarding Policy, it must be sighted by the Parish person making the arrangements. If the Third Party does not have a Safeguarding Policy then a copy of the current *Diocesan Safeguarding Policy* is to be provided to them in either print or digital form (eg an email attachment).

If the Third Party activity, regular or one off, involves members providing services to or activities with children or young people (up to the age of 18 years), and includes children who are not their own family, Blue Cards are required of the Third Party members involved. If the Third Party activity, regular or one off, involves working with adults at risk, who are not family members, Police Checks are required of the Third Party members involved.

While these provisions (Blue Cards or Police Checks) are required it is not the responsibility of the Parish to enforce their possession by Third Party members. An undertaking of compliance is to be given by the Third Party management, that all relevant personnel have current Working with Children Checks (Blue Cards) or Police Checks, as required.

Where Parish premises are used for one-off, private or single-use events, (eg private birthday party or family gathering), the *Third Party Safeguarding Agreement* must indicate that it is a private booking and that the organiser will be responsible for keeping those who attend safe. The organiser must be named in the *Third Party Safeguarding Agreement*.

An agreement signed in good faith between Parish and Third Party is required. Informal 'handshake agreements' are no longer acceptable. The Parish is to keep Records of all Third Parties using Parish facilities, either regularly or occasionally. Copies of signed *Third Party Safeguarding Agreements* are to be filed and stored. A *Third Party Safeguarding Agreement* is provided, along with a *Checklist*.

Please remember: it is a Diocesan requirement that any formal lease or sale of Parish Facilities must be submitted to the Bishop for consideration, approval and signing.

IMPLEMENTING the THIRD PARTY ENGAGEMENT PARISH GUIDE

If you already have a Parish Hire Agreement in place to cover the use or hire of Parish facilities by a Third Party, then please do two things:

- a) check that the safeguarding provisions of this Parish Guide are covered in your existing Hire Agreement. You may need to insert a new section on safeguarding responsibilities into your existing document. If you need to do this, please refer to the recommended *Third Party Safeguarding Agreement* provided below and select the parts that may be useful; and
- b) please make use of the *Safeguarding Checklist* attached to the *Third Party Safeguarding Agreement*. This will reassure you that you have covered the safeguarding provisions.

If you do not have a Parish Hire Agreement in place to cover the use or hire of Parish facilities by a Third Party, then please do these two things:

- a) use the *Third Party Safeguarding Agreement* provided below. Over time, you may wish to modify some of the wording to better suit local conditions. Please be careful not to reduce the importance placed on zero tolerance of all forms of abuse; and
- b) please make use of the *Safeguarding Checklist*.

Many thanks for your ongoing commitment to the safety and well-being of children, young people and adults at risk in our communities.

Resources:

- a) *Third Party Engagement involving Parish Facilities: a Guide for Parish Leadership Personnel (14 April 2023)*
- b) *Third Party Safeguarding Agreement (14 April 2023)*
- c) *Safeguarding Checklist for Parish and Third Party (14 April 2023)*
- d) Summary of Third Party Safeguarding requirements
- e) Guidance from the *National Catholic Safeguarding Standards* (Edition 2: Nov 2022)
- f) Guidance from the *National Child Safe Principles* (COAG: 01 February 2019)

THIRD PARTY SAFEGUARDING AGREEMENT in using PARISH FACILITIES (14 April 2023)

PARISH: Name:
Address:
Parish Leadership Person:
Email:
Phone:

THIRD PARTY: Name:
Address:
Contact Person:
Position:
Email:
Phone:

The PARTIES named above AGREE:

- a) The Parish is the owner of the property *(insert Parish name)*
at *(insert address)*
including the agreed area or facility *(insert Parish facility)*

- b) The Parish has, at the request of *(insert Parish name)*
the Third Party, agreed to permit the Third Party a non-exclusive
right to use and occupy the agreed area in accordance with this Agreement.

- c) The Third Party agrees to use and occupy *(Third Party name)*
the agreed area for the permitted use of
..... *(insert specific purpose)*

KEY TERMS of the AGREEMENT:

- 1) This Agreement will continue for the term, commencing on *(insert date)*
and ending on, *(insert date)*
subject to any earlier termination or extension granted in accordance
with this Agreement.

- 2) The Parish *(insert Parish name)*
allows the Third Party to use and access the agreed area as identified
and any specific furniture, fittings and equipment, as described below:
..... *(insert details)*
.....

- 3) Unless otherwise agreed between the Parties, the agreed area will be used only on the following days and times:
- | | | |
|-----------------|----------------|-----------------------|
| Monday | Tuesday | (insert times of day) |
| Wednesday | Thursday | |
| Friday | | |
| Saturday | Sunday | |

- 4) **Safeguarding Children, Young People and Adults at Risk:**
 The Third Party must agree to each of the following declarations: **Please Tick for YES**
- | | |
|---|--------------------------|
| a) I and the Third Party I represent, are committed to protecting and safeguarding children, young people and adults at risk. | <input type="checkbox"/> |
| b) I and the Third Party I represent, have a Safeguarding policy in place and have an understanding of safeguarding. A copy of this Policy is attached... OR ...
Should we not have a Safeguarding Policy in place, we will adhere to the current <i>Diocesan Safeguarding Policy (April 2023)</i> and <i>Safeguarding Code of Conduct (2023)</i> . | <input type="checkbox"/> |
| c) I and the Third Party I represent, have read the current <i>Diocesan Safeguarding Policy for Children Young People and Adults at Risk</i> , and the related <i>Safeguarding Code of Conduct</i> , and will act in accordance with this <i>Policy</i> and <i>Code</i> while using the agreed area or facility. | <input type="checkbox"/> |
| d) All relevant members of our Third Party who are working with or in contact with children during the use of the agreed area have obtained a Working with Children Check (Blue Card). | <input type="checkbox"/> |
| e) All relevant members of our Third Party who are working with or providing services to adults at risk have obtained Police Checks. | <input type="checkbox"/> |
| f) I understand that if I or the Third Party I represent is found to be in breach of this declaration, the Parish reserves the right to cancel any leasing, hiring or use Agreement immediately. | <input type="checkbox"/> |

- 5) **Cost of Hiring or Use:**
 The cost of hire for the agreed area (the Parish Facility) will be calculated as follows:
- a) usage fee:
 - b) utilities:
 - c) cleaning:
 - d) GST:
- TOTAL COST:

- 6) **EXECUTION of AGREEMENT:**
- Signature of Third Party Contact Person or Private organizer:
- Name: Date :
- Signature of Parish Leadership Person:
- Name: Date:

This Agreement may be terminated earlier at the discretion of the Catholic Diocese of Toowoomba or the Parish if safeguarding concerns or breaches are identified. In such cases a notification to terminate the Agreement will be provided in writing to the authorised person using the Parish facilities.

SAFEGUARDING CHECKLIST for THIRD PARTIES USING PARISH FACILITIES

to be completed by the Parish Leadership person or representative

Please Tick for YES

Are the name and details of the Third Party using Parish facilities provided?

Does the purpose and intended activity align with the *Parish Safeguarding Commitment Statement* and the *Diocesan Safeguarding Policy*?

Has the Third Party received a copy of the current *Diocesan Safeguarding Policy for Children, Young People and Adults at Risk (April 2023)*?

Does the Third Party using Parish facilities have their own safeguarding policy, which has been sighted by Parish person involved? **If not**, have they agreed to adhere to the *Diocesan Safeguarding Policy (April 2023)*?

Where relevant, have established Parish safety practices been discussed with the Third Party on appropriate behavior and expectations of participants?

Has a list of emergency contacts been provided to the authorized person (Parish person) so they know who to contact in an emergency?

Where required, have the details of public liability insurance been provided and attached?

Summary of public liability insurance details:

Third Party **authorized person** using Parish facilities:

Name:

Signature

Date

Parish Leadership person or Parish Representative:

Name:

Position

Signature

Date

GUIDANCE from national safeguarding sources:

National Catholic Safeguarding Standards (Edition 2: Nov 2022) are quite clear on Parish responsibility in this area.

Standard 8: Safe Physical and Online Environments states:

Standard 8 focuses on the responsibility of organisations to minimize the opportunity for abuse to occur in both physical and online environments. It requires both the organization and its personnel to be proactive in recognising and mitigating safeguarding risks ... This includes considerations of managing risks associated with third parties or contractors and use of facilities by others.

Criterion 8.4

Where facilities and services are contracted to and from third parties, contractual arrangements specify safeguarding considerations.

Indicator 8.4.1

If a third party provides services or uses the organisation's facilities, appropriate safeguarding policies and practices are in place.

National Child Safe Principles (01 February 2019): Council of Australian Governments:

Principle 8: Physical and online environments promote safety and wellbeing while minimizing the opportunity for children and young people to be harmed.

Third party contractors for the provision of facilities and services have appropriate measures in place to ensure the safety and wellbeing of children and young people.

Acknowledgments:

Brisbane Archdiocese: safeguarding due diligence checks ...

Townsville Diocese: checklist for Third Party use of Parish Facilities ...

THIRD PARTIES and PARISH FACILITIES
A Guide for Parish Leaders
29 July 2022

Trades People providing services at the REQUEST of the Parish (eg builder, plumber, electrician, painter ...): **engaged by the Parish** for repairs, renovations or maintenance ...

Organisations, groups or persons REQUESTING to hire or use Parish facilities (eg Parish Hall, tennis courts, Parish bus ...) for private non-Parish activities or services: (eg birthday party, wedding reception, public meeting...): **engaging with the Parish** for the use of Parish facilities ...

Regular use of Parish facilities: eg Play Group in the Parish Hall, Dance Classes, Fitness Activities ...

One-off use of Parish facilities: eg birthday party, wedding anniversary, events and activities ...

Safeguarding requirements:

- a) zero tolerance of all forms of abuse
- b) have a Safeguarding Policy?
- c) if not, use the Diocesan Policy: confirm
- d) no contact with children or adults at risk
- e) signed record of services provided by Parish and Service Provider

Note: Service Provider must also follow the Work, Health and Safety requirements of the Diocese: refer Parish Manual (2022)

Safeguarding requirements:

- a) zero tolerance of all forms of abuse
- b) have a Safeguarding Policy?
- c) if not, use the Diocesan Policy: confirm
- d) if working with children: Blue Cards?
- e) if working with adults at risk: Police Checks?
- f) signed record of Agreement with the Organisation, Group or Persons

Note: Organisation, group, persons, must also follow the Work, Health and Safety requirements of the Diocese: Manual ...

Safeguarding requirements:

- a) zero tolerance of all forms of abuse
- b) adhere to the Diocesan Safeguarding Policy for Children and Adults at Risk
- c) if the event/activity involves children and no parents are present: Blue Cards?
- d) if the event/activity involves Adults at risk and no family are present: Police Checks?
- e) signed record of Agreement with the person arranging the event/activity

Work, Health and Safety standards apply