

SCHEDULE 1

GENERAL TERMS & CONDITIONS (SERVICES AND CONSULTANCY AGREEMENTS)

1. Interpretation

1.1 In this Agreement:

“Agreement” means the terms and conditions contained in the Cover Sheet, the General Terms and Conditions (as amended from time to time), and the policies and guidance in the attached Schedule 2 (as amended from time to time);

“Arising Intellectual Property” means any Intellectual Property created by or on behalf of the Provider in the course of providing the Services;

“Background Intellectual Property” means Intellectual Property owned or controlled by the Provider prior to commencement of or independently from the Services, or licensed by the Provider from a third party, that the Provider contributes or uses in the course of performing the Services;

“Confidential Information” means any information relating to the operations or affairs of Save the Children or its suppliers, customers, clients, supporters, donors or beneficiaries, including terms of business, financial information, results and forecasts, employee details, business methods and plans, information systems and software, ideas, know-how, trade secrets, and any other information of a confidential nature of which the Provider becomes aware in the course of providing the Services, together with the existence and contents of this Agreement;

“Cover Sheet” means the terms and conditions set out in the document signed and agreed by both Parties entitled “Cover Sheet” which incorporates by reference these General Terms and Conditions (as amended from time to time);

“End Date” means the date this Agreement ends as set out in section 4 of the Cover Sheet;

“Fees” has the meaning set out in section 5 of the Cover Sheet;

“General Terms and Conditions” means these General Terms and Conditions (Services and Consultancy Agreements) in this Schedule 1 (as amended from time to time);

“Intellectual Property” means any patents, trademarks, rights in designs, copyrights and rights in databases (whether or not any of these are registered and including applications for registration of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

“Party” or **“Parties”** means one or both of the entities listed in the Cover Sheet, as applicable;

“Provider” means the individual or entity defined as such in the Cover Sheet (and which may be defined otherwise elsewhere in this Agreement);

“Services” means the services to be provided by the Provider pursuant to this Agreement, including the services:

- (a) described in the Cover Sheet; and
- (b) as otherwise agreed in writing between the Parties from time to time pursuant to clause 14.1.

“Start Date” means the date the Services are to start, as set out at section 3 of the Cover Sheet;

“Term” means the period set out in clause 2.1;

“**VAT**” means value added tax; and

“**Work**” means the documents, reports, designs and other materials and work products produced by the Provider in the course of providing the Services.

- 1.2 Clause headings are inserted for convenience only and shall be ignored in the interpretation of this Agreement.
- 1.3 Words importing the plural shall include the singular and vice versa, and references to persons include an individual, company, corporation, person or partnership.
- 1.4 Any phrase introduced by the terms “including”, “include”, “in particular”, “for example”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words following those terms.
- 1.5 References to a Party shall include that Party’s successors and permitted assigns.
- 1.6 Any reference in these General Terms and Conditions to:
 - (a) a clause is a reference to a clause in this Schedule 1; and
 - (b) a section is a reference to a section in the Cover Sheet.
- 1.7 If there is any inconsistency between the documents that constitute the Agreement, the documents shall take precedence in the following order: these General Terms and Conditions, the applicable Save the Children policies and guidance (attached in Schedule 2), and the Cover Sheet (unless expressly stated otherwise).

2. Provision of Services

- 2.1 This Agreement will take effect from the Start Date to the End Date (inclusive), unless terminated earlier in accordance with this Agreement, or otherwise terminated by operation of law.
- 2.2 In providing the Services under this Agreement, the Provider shall:
 - (a) provide the Services to Save the Children on the terms of this Agreement, at such times and places as may be necessary for the proper provision of the Services, and which may be agreed between the Parties from time to time in accordance with clause 14.1;
 - (b) comply with such reasonable directions as Save the Children may from time to time prescribe in connection with the provision of the Services;
 - (c) use its reasonable endeavours to promote the interests of and generally act in good faith in relation to Save the Children;
 - (d) use all reasonable care and skill in accordance with best industry practices in the provision of the Services and devote sufficient of its time, attention and abilities as is necessary for the proper and effective provision of the Services. Where the Services include the provision of goods and materials, these shall be of satisfactory quality and fit for their common or specified purpose;
 - (e) where relevant, make available sufficient, experience, qualified, trained and skilled personnel and facilities and resources as may be required to perform its obligations under this Agreement;
 - (f) comply with all relevant laws and codes of practice, and obtain and maintain all licences, consents and permits required to perform the Services in compliance with all laws and codes of practice;
 - (g) ensure that the Services conform with the descriptions and/or specifications set out in the Cover Sheet and the Work is fit for any reasonable purpose communicated by Save the Children; and

(h) not infringe any third party rights or cause Save the Children to infringe any such rights.

3. Payment terms

3.1 Subject to the terms of this Agreement, Save the Children shall pay the Fees to the Provider agreed to by both Parties and set out in the Cover Sheet, and any VAT properly due on such Fees.

3.2 The Fees are:

- (a) payable on satisfactory performance of the Services;
- (b) unless otherwise specified in the Cover Sheet, inclusive of all services and materials provided (including personnel, equipment, overheads and expenses); and
- (c) due within 30 days of receipt of an invoice, subject to that invoice complying with clause 3.3.

3.3 The invoices shall:

- (a) state the number of days worked during the relevant period;
- (b) include a detailed description of the tasks completed;
- (c) be addressed to:

Save the Children, Accounts Payable, 1 St John's Lane, London, EC1M 4AR; and

- (d) must clearly reference the Services that they relate to.

3.4 Save the Children may reject an invoice if it is unclear or not accompanied by required supporting information.

3.5 If, in the reasonable opinion of Save the Children, the Services are unsatisfactory then the Provider shall correct the unsatisfactory work in their own time and at their own expense.

3.6 If the Cover Sheet specifies the Provider is entitled to certain expenses, the Provider shall only be reimbursed for those expenses reasonably incurred in providing the Services. The Provider shall invoice for any agreed expenses on a monthly basis and provide copies of receipts for all expenses claimed.

3.7 Save the Children shall be entitled to deduct from any sums payable to the Provider any sums that the Provider may owe Save the Children (including any sums owed under any indemnity).

4. Ethical Standards

4.1 The Provider shall, with regard to the Services:

- (a) at all times comply with Save the Children's Anti-Bribery and Corruption Policy (as set out in Schedule 2), including:
 - (i) complying with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption (including the Bribery Act 2010); and
 - (ii) not engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (b) where relevant, comply with Save the Children's Child Safeguarding guidance (as set out in Schedule 2), including:
 - (i) complying with any of Save the Children's Child Safeguarding pre-engagement screening requirements;

(ii) being aware, understanding, and adhering to Save the Children's Child Safeguarding Policy and procedures; and

(iii) reporting any concerns which arise regarding the safety of children; and

(c) where relevant, comply with Save the Children's Living Wage Policy (as set out in Schedule 2).

4.2 The Provider, its suppliers and permitted sub-contractors, shall:

(a) not in any way be involved directly or indirectly with:

(i) trafficked, bonded, child, enforced or compulsory labour and servitude; or

(ii) terrorism, in the manufacture or sale of arms, or have any business relations with armed groups or governments for any war related purpose; and

(b) comply with:

(i) regarding child labour and forced labour, all legal requirements and with the international labour standards promoted by the International Labour Organisation; and

(ii) all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force, including, but not limited to, the Modern Slavery Act 2015.

4.3 The Provider shall immediately notify Save the Children if it becomes aware of a breach of this clause

4. The Parties agree that any breach of clauses 4.1, and 4.2, is a material breach of this Agreement.

5. Right of Audit

5.1 The Provider shall allow Save the Children, and any auditors or other advisers of Save the Children, on reasonable notice during normal business hours (but without notice in case of any reasonably suspected material breach of this Agreement), to access the Provider's premises, personnel and relevant records as may be reasonably required in order to:

(a) fulfil any legally enforceable request by any regulatory body;

(b) undertake verifications of the accuracy of the Fees;

(c) identify suspected fraud;

(d) undertake verifications that the Services are being provided and all obligations of the Provider are being performed in accordance with this Agreement; or

(e) undertake verification of compliance with the policies and guidance in Schedule 2 and with clause 4, including but not limited to, the right to audit the suppliers in the Provider's supply chain.

5.2 Save the Children shall use its reasonable endeavours to ensure that the conduct of any such audit does not unreasonably disrupt the Provider or delay the provision of the Services by the Provider. The Provider shall provide Save the Children (and its auditors and other advisers) with all reasonable co-operation, access and assistance in relation to each audit.

5.3 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this clause 5, unless the audit identifies a material default by the Provider, in which case the Provider shall reimburse Save the Children for all its reasonable costs incurred in the course of the audit.

6. Confidentiality

6.1 The Provider undertakes at all times during and after the Term of this Agreement:

(a) to treat the Confidential Information with the strictest confidence;

- (b) not to disclose any Confidential Information to any third party; and
- (c) not to use any Confidential Information for the Provider's own purposes or the benefit of any third party.

6.2 The restrictions in clause 6.1 do not apply to:

- (a) any use or disclosure authorised in writing by Save the Children or as required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Provider's unauthorised disclosure.

7. Data Protection

7.1 The following words and expressions used in this clause 7 shall have the same meanings as defined in the Data Protection Act 1998 ("**Act**"), unless otherwise defined in this clause 7: "personal data", "data controller", "data processor", "data subject" and "process".

7.2 The Provider shall at all times comply with the Act and all other relevant legislation and regulations in relation to the discharge of its obligations under this Agreement.

7.3 The Parties agree that, in relation to any personal data processed by the Provider on behalf of Save the Children in connection with this Agreement (the "**Personal Data**"), Save the Children shall be the data controller and the Provider shall be the data processor. Each Party shall ensure where necessary that it has the correct notification under the Act and shall comply at all times with the Act and all other relevant legislation and regulations in relation to the discharge of its obligations under this Agreement.

7.4 The Provider shall:

- (a) process any Personal Data solely for the purpose of fulfilling its obligations under this Agreement and in accordance with the terms of this Agreement;
- (b) not otherwise modify, amend or alter the contents of the Personal Data or disclose or permit the disclosure of the Personal Data to any third party (including the relevant data subject) without the prior written permission of Save the Children;
- (c) take appropriate technical and organisational measures against unauthorised or unlawful processing of the Personal Data or accidental loss or destruction of, or damage to the Personal Data;
- (d) take reasonable steps to ensure the reliability of its employees and contractors who have access to the Personal Data;
- (e) notify Save the Children within five days if it is approached directly by a data subject in connection with this Agreement;
- (f) provide Save the Children with full co-operation and assistance in relation to any complaint or request made in respect of any Personal Data;
- (g) permit Save the Children or its external advisers (subject to reasonable and appropriate confidentiality undertakings) to meet with its appropriate personnel in order to obtain information regarding the measures taken by Provider to ensure its full compliance with its obligations under this Agreement;
- (h) not transfer any Personal Data outside the European Economic Area without the prior written consent of Save the Children and, if such consent is given, to comply with the Eighth Data Protection Principle set out in Schedule 1 of the Act as if it were a data controller; and
- (i) comply with Save the Children's written instructions and requirements in relation to the

processing and transfer of the Personal Data.

- 7.5 The Provider shall immediately notify Save the Children if it becomes aware of a breach of the Act in connection with this Agreement.
- 7.6 Upon termination or expiration of this Agreement, the Provider shall:
- (a) cease (and shall ensure that its permitted sub-contractors cease) immediately to process any of the Personal Data;
 - (b) promptly return all Personal Data to Save the Children in a format reasonably requested by Save the Children; and
 - (c) thereafter destroy all copies of the Personal Data and certify their destruction in writing to Save the Children unless otherwise instructed by Save the Children.
- 7.7 To avoid doubt, any information or data:
- (a) provided by Save the Children to the Provider; or
 - (b) used by the Provider directly or indirectly in the performance of the Services,
- shall remain at all times the property of Save the Children. All such information and data shall be identified, clearly marked and recorded as such by the Provider on all media and in all documentation.

8. Save the Children's Name

- 8.1 The Provider shall not during or after the Term of this Agreement use Save the Children's name or logo or make any public statement about Save the Children without Save the Children's prior written consent, or do anything which may in any way:
- (a) cause harm of any kind to Save the Children;
 - (b) damage, jeopardise or adversely affect the goodwill, name, image or reputation of Save the Children; or
 - (c) bring Save the Children into disrepute anywhere in the world.

9. Intellectual Property

- 9.1 The Provider assigns all Intellectual Property rights in the Arising Intellectual Property for the full term of those rights (including any copyright and database rights arising in the future), to the intent that those rights will immediately upon their creation vest in Save the Children. The Provider agrees that it has no further right to compensation in respect of the same and that it will promptly disclose the existence of any such Arising Intellectual Property to Save the Children.
- 9.2 To the extent that the Work contains Background Intellectual Property belonging to the Provider, the Provider hereby grants to Save the Children, and any person or entity duly authorised by Save the Children, a perpetual, non-exclusive, worldwide, royalty-free licence to use the Background Intellectual Property in the Work.
- 9.3 To the extent that any Work contains Background Intellectual Property belonging to a third party, the Provider agrees to:
- (a) procure that such third party shall grant to or otherwise permit Save the Children, and any person duly authorised by Save the Children, a perpetual, non-exclusive, worldwide, royalty-free licence to use the Background Intellectual Property in the Work; and
 - (b) agrees to promptly notify Save the Children in writing with details of all Background Intellectual Property and details of any licences needed and procured under clause 9.3(a).

- 9.4 At the request of Save the Children, the Provider shall execute all such documents and do all such things reasonably required to enable Save the Children to obtain registration or other protection for the Intellectual Property, including to vest ownership of the Arising Intellectual Property in Save the Children and ensuring valid licences for Save the Children in relation to any Background Intellectual Property.
- 9.5 The Provider hereby irrevocably and unconditionally waives in favour of Save the Children all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) in any Arising Intellectual Property it has made in the course of providing the Services and performing its obligations under this Agreement, and shall procure that all such rights have been waived in any Background Intellectual Property.
- 9.6 The Provider warrants that:
- (a) it has full right, power and authority to enter into this Agreement and assign the rights assigned under this Agreement;
 - (b) it has not granted or given any licences or consents either expressly or impliedly to any other person to use the Work; and
 - (c) no exploitation of the rights in the Work will infringe upon the rights of any third party.
- 9.7 The Work shall be the property of Save the Children and shall (at Save the Children's option and request) be handed over to Save the Children or deleted from time to time on demand.

10. Insurance

- 10.1 Unless Save the Children agrees otherwise in writing, the Provider shall, and shall ensure that any permitted sub-contractors, take out and maintain adequate insurance policies (including for professional indemnity, public liability and if applicable, travel/personal accident) in respect of the provision of the Services to Save the Children. The Provider shall notify the insurers of Save the Children's interest in such insurance policies and cause such interest to be noted on the policies. On request, the Provider shall supply promptly to Save the Children copies of such policies and evidence that the premiums on them have been paid.

11. Status and Relationship of Parties

- 11.1 The Provider shall not:
- (a) assume, create or incur any liability or obligation on behalf of Save the Children (and acknowledges that it has no right to do so); or
 - (b) at any time after the termination or expiry of this Agreement, either personally or by an agent, directly or indirectly, represent itself as being in any way connected with or interested in the business of Save the Children.
- 11.2 The Provider and Save the Children agree that the relationship between them is that of client and independent contractor. Nothing in this Agreement shall render the Provider (or its employees, agents or permitted sub-contractors) an employee, worker, agent or partner of Save the Children and the Provider shall not hold itself out as such.
- 11.3 The Provider shall be solely responsible for the payment of all national insurance contributions, income tax, VAT, social security and other charges or deductions specified by law from time to time in respect of any payments made to it under this Agreement.

- 11.4 The Provider agrees that during the Term of this Agreement and for 6 months following the termination or expiry of this Agreement:
- (a) it will not solicit, interfere with, procure or entice or attempt to solicit, interfere with, procure or entice either alone or jointly with any third party any senior or key employee of Save the Children to leave the employment of Save the Children; and
 - (b) it will not solicit, interfere with, procure or entice or attempt to solicit, interfere with, procure or entice either alone or jointly with any third party any customer, client, supplier, contractor, distributor or agent of Save the Children with whom it was concerned or dealt with in the course of providing the Services if to do so would cause loss or inconvenience to Save the Children.

12. Indemnity

- 12.1 The Provider shall indemnify Save the Children in full against all liabilities, losses, claims, costs and expenses suffered or incurred by Save the Children as a result of or in connection with:
- (a) any negligent or wilful acts or omissions of the Provider (and, where relevant, its employees, agents or sub-contractors) in performing its obligations under this Agreement;
 - (b) any claim made against Save the Children by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance, wilful acts or omissions of the Provider (or its employees, agents or sub-contractors); and
 - (c) any claim brought against Save the Children for actual or alleged infringement of a third party's Intellectual Property rights arising out of, or in connection with, the receipt, use or supply of the Services or the Work.

13. Termination

- 13.1 Subject to the remainder of this clause 13, Save the Children may terminate this Agreement, for any or no reason, by giving to the Provider not less than the period of notice specified in section 7 of the Cover Sheet.
- 13.2 Save the Children may terminate this Agreement with immediate effect, by notice to the Provider. On such termination, Save the Children may claim any losses, (including all associated costs, liabilities and expenses, including legal costs) from the Provider, if the Provider:
- (a) is unable to provide the Services for a continuous period of 30 (thirty) days;
 - (b) does or says anything which may (in the reasonable belief of Save the Children) damage the reputation of Save the Children;
 - (c) is convicted of a criminal offence which Save the Children believes would adversely affect its organisation or the provision of the Services;
 - (d) becomes insolvent; or makes any arrangement or composition with its creditors; or (being an individual or firm) becomes subject to an administration order; or ceases, or threatens to cease, to carry on business;
 - (e) is in material or persistent default or breach of any of its obligations under this Agreement, regardless of whether such default or breach is capable of remedy; or
 - (f) is in non-material breach of its obligations under this Agreement and fails to remedy such breach (where the breach is capable of remedy) within 14 (fourteen) days of written request.
- 13.3 Any provision of this Agreement that expressly or by implication is intended to come into or continue in

force on or after termination or expiry of this Agreement shall remain in full force and effect.

- 13.4 The termination of this Agreement shall not affect any rights or obligations of either Party which have accrued as at that date.
- 13.5 Save the Children shall be under no obligation to give the Provider any further work either on completion of the Services or on the termination or expiry of this Agreement (for whatever reason).
- 13.6 On termination of this Agreement, the Provider shall promptly deliver up all Work and any other property of Save the Children which is in its possession, custody or control.

14. General

- 14.1 No waiver of any right or remedy, and no variation or amendment of the terms of this Agreement shall be effective unless it is in writing and signed by authorised representatives of the Parties to this Agreement.
- 14.2 Any notice required to be given by either Party under this Agreement shall be in writing and left at or sent by first class post to:
 - (a) in the case of Save the Children, its registered office marked for the attention of its Company Secretary; and
 - (b) in the case of the Provider:
 - (i) to the address listed in the Cover Sheet; or
 - (ii) if the Provider has changed its address, at the Provider's last known address.
- 14.3 Any notice given under 14.2 shall be treated as served at the time when it is left at the relevant address or, if served by post, 48 hours after posting.
- 14.4 This Agreement supersedes all prior arrangements, agreements and understandings and constitutes the entire agreement between the Parties in relation to its subject matter.
- 14.5 The rights and obligations of the Provider under this Agreement shall not be capable of transfer, assignment or sub-contracting by it without the prior written consent of Save the Children. Where the Provider does sub-contract such obligations, it shall ensure that any such sub-contractor is equally bound by the terms of this Agreement.
- 14.6 If the whole of any part of any clause of this Agreement is invalid, that invalidity shall not affect the validity of any other provisions. Each Party's rights under the Agreement are independent, cumulative and without prejudice to its other rights under general law.
- 14.7 This Agreement does not create or confer any right under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party.
- 14.8 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 14.9 This Agreement shall be governed by and construed under English law and each Party hereby irrevocably agrees that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

SCHEDULE 2 SAVE THE CHILDREN POLICIES AND GUIDANCE

ANTI-BRIBERY AND CORRUPTION POLICY

Our values and principles

Save the Children does not allow any partner, supplier, sub-contractor, agent or any individual engaged by Save the Children to behave in a corrupt manner while carrying out Save the Children's work.

What we do

Save the Children is committed to preventing acts of bribery and corruption through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of bribery and corruption.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks of bribery and corruption.

Reporting: Ensuring that all staff and those who work with Save the Children are clear on what steps to take where concerns arise regarding allegations of bribery and corruption.

Responding: Ensuring that action is taken to support and protect assets and identifying cases of bribery and corruption.

To help you identify cases of bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

- (a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- (b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- (c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- (d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- (e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- (f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.
- (g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- (h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation

to materially benefit themselves or any other party.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect the assets of Save the Children from any form of corruption. Furthermore, you must immediately report any suspicion of bribery or corruption to the Save the Children senior management team or Country Director and not to anyone else. Failure to report will be treated as serious and may result in termination of any agreement with Save the Children.

You are obliged to:

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact the Save the Children senior management team or Country Director with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Bribery and Corruption Policy then please contact your Save the Children representative.

CHILD SAFEGUARDING GUIDANCE

Our values and principles

Child abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children happens in all countries and societies across the world. Child abuse is never acceptable.

It is expected that all who work with Save the Children are committed to safeguard children whom they are in contact with.

What we do

Save the Children is committed to safeguard children through the following means:

Awareness: Ensuring that all staff and those who work with Save the Children are aware of the problem of child abuse and the risks to children.

Prevention: Ensuring, through awareness and good practice, that staff and those who work with Save the Children minimise the risks to children.

Reporting: Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children.

Responding: Ensuring that action is taken to support and protect children where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of Save the Children which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children which could in any way be deemed exploitative or abusive.
4. Acting in ways that may be abusive in any way or may place a child at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child, or having a child/children with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children to the exclusion of others.
12. Spending excessive time alone with children away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

If you are worried that a child or young person is being abused or neglected, (such as in points 1, 2, 3, 4, 6, 8, 9 and 10 above for example) or you are concerned about the inappropriate behaviour of an employee, or someone working with Save the Children, towards a child or young person, then you are obliged to:

- act quickly and get help
- support and respect the child
- where possible, ensure that the child is safe
- contact your Save the Children manager with your concerns immediately (or their senior manager if necessary)
- keep any information confidential to you and the manager.

If you want to know more about the Child Safeguarding Policy then please contact your Save the Children manager.

LIVING WAGE POLICY

Centre for Civil Society Limited is a wholly owned subsidiary of Citizens UK Charity t/a Living Wage Foundation (a charity registered 1107264 in England & Wales) which is responsible for the programme under which employers can apply for Living Wage Employer Accreditation to indicate that the employer has adopted an equitable employment policy in relation to its staff in accordance with the minimum standards stipulate by the Living Wage Foundation.

Save the Children has committed to the Living Wage and is an accredited body.

1. Save the Children requires that any contractors and sub-contractors, which supply an employee (other than an apprentice or intern) who provides a service to or on behalf of Save the Children involving 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year on:
 - 1.1. Save the Children's premises; and/or
 - 1.2. property owned or occupied by Save the Children (including where Save the Children is a tenant and is provided building-related services through a lease); and/or
 - 1.3. land which Save the Children is responsible for maintaining or on which it is required to work; and
 - 1.4. shall adopt the measures set out in paragraph 2 below in relation to such individuals.
2. For the duration of the performance of the services, any contractors and sub-contractors shall, in relation to its employees:
 - 2.1. pay all employees aged 18 or over not less than the London Living Wage (as set by the Greater London Authority or any successor body) or the National Living Wage (as set by the Living Wage Foundation or any successor body);
 - 2.2. increase the amount which it pays to affected employees by the same amount as any increase to the London Living Wage or the National Living Wage, within 6 months of the date on which any increase is officially announced; and
 - 2.3. notify all affected employees of the date of the next increase within one month of the official announcement, unless the employees have been previously notified about the date on which they will receive at least the increase in the National and/or London Living Wage.