

## **WorkInConfidence Terms for Provision of Phone Contact / Guardian [v1.1 last updated 1<sup>st</sup> March 2023]**

Terms of supply of Phone Contact / Guardian by WorkInConfidence Limited (a company registered in England and Wales with registered address at Greyfriars Gate, Greyfriars Road, Reading, Berkshire, England, RG1 1NU and registered number 08255296), ("WorkInConfidence", "WIC", "we" or "us") to clients ("Customer", "you" or "your").

These Terms should be read in conjunction with our Organisation Master Agreement.

### **1. Provision of the Service**

- 1.1 WorkInConfidence will provide the services of a telephone Speak Up contact / Guardian (the "Guardian" and the "Service respectively) as described in our proposal to you.
- 1.2 We will ensure that the Guardian is appropriately trained, acts in a professional manner and is under an appropriate duty of confidentiality.
- 1.3 During holiday or unforeseen absences, such as illness, all reasonable efforts will be made to respond to matters in a reasonable to time frame. If this is not going to be possible, we will discuss this with you.
- 1.4 Before making any permanent changes to the Guardian we will consult with you.
- 1.5 You will provide reasonable assistance in the Guardian being registered with the NGO as you Freedom to Speak Up Guardian.

### **2. Promotion of the Service**

You will be responsible for promoting the Service to your staff and we will provide reasonable assistance. We will both work to ensure messaging is clear and accurate.

### **3. Term, Fees and Availability**

- 3.1 The term, fees and availability will be per the Works Order and any proposal agreed with you.
- 3.2 Either Party may terminate this Agreement if the other Party commits a material irremediable breach, or the other Party takes any steps in any insolvency.
- 3.3 If we / the Guardian feel you are not dealing with matters raised appropriately on a persistent basis we / the Guardian shall discuss the matter with you, but if this continues shall have the right to terminate, subject to making a pro rata rebate to you.
- 3.4 Upon termination (a) the Service will cease; (b) We will destroy all confidential information of yours; (c) we will discuss an orderly handover of cases (without having to breach confidentiality); (d) if appropriate a pro rata rebate of fees paid for any unused period will be made.

### **4. Confidentiality**

We will take all appropriate steps to keep confidential information of you and your staff secure and confidential and will take all reasonable steps to ensure that the Guardian does the same.

### **5. Good Faith**

The Parties shall act in good faith towards each other and not do anything to bring each other into disrepute.



## Process / Procedures

The Phone Contact / Guardian Service is designed to provide staff with an alternate route to speaking up. Staff can access help and support by speaking to a qualified Guardian who is independent from the organisation and who can provide impartial advice and support whilst protecting the identity of those speaking up should they require anonymity from the organisation and its management. It should be noted that there may be circumstances (such as if a matter involves or relates to criminality or personal harm) where the Guardian has a legal obligation to make a disclosure.

### 1. Relationship between WorkInConfidence and the client

- 1.1 WorkInConfidence will provide a Freedom To Speak Up Guardian (The Guardian) for your organisation to act as a contact and advisor to your staff on speaking up matters where they feel they need an alternative route to speaking up outside of your organisation.
- 1.2 In handling cases, the Guardian will use methodology learned and practised during Freedom To Speak Up training

### 2. How WorkInConfidence and the Guardian interface with you

- 2.1 WorkInConfidence and the Guardian require access to a senior contact in your organisation with responsibility for speaking up (nominated contact), usually both the Executive Lead for Speaking up matters and the Non-Executive Director.
- 2.1 You will take reasonable steps to provide us/the Guardian with access to the appropriate members of your team which we may reasonably require under clause 2.1 to fulfil our obligations hereunder.

### 3. What Information will the Guardian (or WorkInConfidence) provide to you?

- 3.1 At event time (if appropriate). The details of the concern and any recommendations. (If needed, redacted to protect the identity of the concernees).
- 3.2 After the event, if the Guardian believes the concern has been dealt with properly, they will discuss the feedback to be given to the either concernees or person raising the concern. If the Guardian believes the concern has not been taken seriously or investigated fairly, they will discuss this further with the appropriate contact in the organisation.
- 3.3 Under no circumstances will we or the Guardian be required to disclose the name or details of a person raising a concern if they do not wish to be identified (subject to any legal obligation, such as in the event of criminality). Neither will we or the Guardian be required to disclose information which could lead to a person being identified where they do not wish to be identified.

### 4. Relationship between WorkInConfidence, the Guardian and the individual concernees?

- 4.1 On raising a concern, the concernees will be thanked for raising the concern.
- 4.2 The Guardian acts as an independent and impartial source of advice and support for any of your staff members, volunteers, external workers or contractors in raising concerns. This can include signposting to internal processes, and people within your organisation, if appropriate.
- 4.2 The Guardian will discuss protecting the anonymity of the concern raiser where necessary. The Guardian will agree the details of the concern and discuss their expectations with the concern raiser. The Guardian will set a feedback interval, then report the findings at this interval and at the end of the process. The Guardian will then seek feedback from the individual on the process.



## 5. What Is the follow up post event from WorkInConfidence / The Guardian with the concerne and with you?

With the Concernee: The Guardian will discuss the outcome and provide feedback.

With the Organisation: The Guardian will discuss follow up and if any actions and / or investigation is needed. The Guardian in line with the organisation will also look at any learnings identified from the concern being raised and how this learning can be shared across the organisation to ensure that the same concerns are not repeatedly raised.

## 6. What happens if the concerne is not happy with the outcome?

- 6.1 The Guardian would discuss the expectations of the concerne. If the Guardian is satisfied that the organisation listened, that the process was in line with best practice and proportionate, then that will be communicated to the concerne and the case will be closed.
- 6.2 The Guardian may advise the concerne around their rights to take the matter further. The concerne always has the right to go to an appropriate external agency if not satisfied, or to contact the NGO for further help and support. The Guardian would, if requested, advise the concerne on the most appropriate agency for this.

## 7. Reports

The Guardian will provide you with the following reports during the period of the contract:

- Quarterly case update: Number of open cases, themes, number still open, number reported externally.
- Annually. As above, but in an annual report type document, covering the four quarters.

## 8. External Contacts

- 8.1 Where reasonably practicable, the Guardian will seek to resolve cases within your organisation. However, if we, or the Guardian, reasonably believe that the matter requires raising with a third-party organisation (for instance because of patient safety, staff safety or if a crime has been committed) then we/the Guardian shall be entitled to do so. Such organisations could for instance be the regulator or governing body for your type of organisation.
- 8.2 Acting in accordance with the provisions of paragraph 8.1 shall not expose us/the Guardian to any liability in the absence of a manifestly incorrect decision.

## 9. Relationship between the Guardian / WorkInConfidence and your staff

- The Service is designed to provide staff in organisations with an alternate route to speaking up. If your organisation is using this service, you can access help and support from a fully trained Freedom to Speak Up Guardian provided by WorkInConfidence. As we provide the Guardian, they are independent from your organisation and can provide impartial advice and support, whilst protecting your identity if necessary. It should be noted that there may be circumstances (such as if a matter involves or relates to criminality or personal harm) where the Guardian has a legal obligation to make a disclosure.
- Although we are paid for by your organisation, we are independent. In handling cases we/the Guardian will use methodology learned and practised during Freedom to Speak Up training.
- Where reasonably practicable, we/the Guardian will seek to resolve cases within your organisation. However, if we, or the Guardian, reasonably believe that the matter needs raising with a third-party organisation (for instance because of patient safety, staff safety or if a crime has been committed) then we/the Guardian shall be entitled to do so. Such organisations could for instance be the police, regulator or governing body for your organisation.
- When the Guardian first speaks with you, we will discuss your confidentiality and whether you need to remain anonymous to your organisation. Many problems could be resolved better if they can be discussed with your organisation, and we will try to help make sure this can happen.
- If the Guardian needs to discuss things with your organisation, or to produce reports of cases, or categories of cases, that have been raised to your organisation, the Guardian will protect your identity if you have requested this unless, by law, they / we are obliged to share this information - for example cases where criminality has been raised.





- For the purposes of helping to manage your case, we/the Guardian will retain records of your contact details and your case for what is an appropriate period. Such record will in the absence of a regulatory / contractual requirement be destroyed when we cease to work with the organisation.
- See also our Privacy Policy which gives further details of your rights.

