

## UNDER 18 POLICY

### Scope

1. This policy applies to all University employees, people applying to be students, third party employees (e.g. agency employees, partner staff), associates and students who in the course of their duties (organised activities and services for Under 18s) may have contact with Under 18s.

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16. If one parent or legal guardian has legal custody of or sole responsibility for the applicant, this must be confirmed on the Consent Form and the form signed by that parent or legal guardian. If not, then both parents or legal guardians must give their consent and the form must be signed by both of them.

### **Risk Assessment**

17. For all under 18s the Course Leader and nominated Designated Safeguarding Officer should complete a Risk Assessment (Appendix B). This risk assessment should include risks over and above the standard, such as identification of those personnel with whom the student may have one-to-one contact and indicate the need for a Disclosure and Barring Service (DBS) check.

18. Compliance with this assessment is the responsibility of any staff who would routinely interact with each student.

19. A master copy of this document will be retained within the central Safeguarding case records.

20. The Course Leader is responsible for informing the relevant school staff of the arrival of an under 18 and of any remedial action to be implemented.

### **Safer Recruitment and Selection Procedures**

21. Many employees across the University will be in regular or significant occasional contact with under 18s in the course of their teaching or other work, or will be in positions of trust e.g. student support staff, security employees. In cases where employee75 Tm0 g0cG6pli6pl

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### Contractual arrangements

31. As an under 18 may not have the legal capacity to enter into contracts in all cases, the University does not enter into contracts with the University which are entered into before the student's 18th birthday.

### Accommodation

32. The university does not own or manage any residential accommodation. Student accommodation offered by university partners is generally intended for the use of adults.

33. Arrangements with student and private accommodation providers are the responsibility of the student and their parent(s) or guardian(s).

### Private foster care arrangements

34. It should be noted that children under 16 years old (or under 18 years old if disabled) are privately fostered when they are cared for on a full-time basis exceeding 28 days by adults, who are not their parents, legal guardians, or a close relative. It is the responsibility of the parent, carer, and anyone else involved in making the private fostering arrangement, including the licensed Student sponsor in the case of UKVI sponsored students, to notify the local authority of a private fostering arrangement.

35. A close relative caring for the child is not considered to be a private foster carer and so will not need to register with a UK local authority. A close relative is a person aged 18 or over

who is:

- grandparent
- brother
- sister
- step-parent
- uncle (the brother or half-brother of the parent)
- aunt (the sister or half-sister of the parent)

### Leisure time

36. The University does not restrict students from participating in sports and activities. However certain restrictions may apply:

- a) Membership of a student activity group may be at the discretion of the Union to ensure that the appropriate safeguarding conditions can be put in place and that the activities are suitable for an under 18.
- b) Membership of certain societies may be refused due to age restrictions.

### **Work Placements**

37. Anyone on work experience placements is regarded in health and safety law as an employee. Therefore, students on work experience must be provided with the same level of health, safety and welfare protection given to other employees.

38. The University







However, guardians may live in another part of the country and although we ask them to maintain regular contact with the student, they may rarely physically see them.

7. Please consider this in your interventions with these students and ensure that you are satisfied that these students are receiving the help, support and guidance they need. If you are concerned that this is not the case, please inform your Designated Safeguarding Officers.

### **Managing concerns**

support. This contact may assist in ensuring that caregivers can help to keep the child in their care safe. Where a child is living away from caregivers, this can be especially important, as these caregivers may not in a position to observe any changes with the student that may indicate that something is wrong.

15. Consent should always be sought when contacting parents/carers/guardians in line with Data Protection Legislation, however there may be times when gaining consent may not be possible, for example if a student is ill. In cases like this, please discuss with your Lead DSO/Deputy Designated Safeguarding Lead.





	Exacerbation of a pre-existing condition				•				team (or equivalent)
<b>Teaching and learning spaces</b>	U18 student  Standard risks e.g. access . egress, slips, trips, falls				• University general risk assessment and safety practice.				
<b>Accommodation</b>	U18 student / students • Abuse of student								

**University of Suffolk – Risk Assessment – Key & Matrix**

All risks are scored with a numerical system, considering severity and likelihood. RISK = SEVERITY x LIKELIHOOD (Minor severity with Possible likelihood would be 2x3=6)

	SEVERITY (S)		LIKELIHOOD (L)
1	Insignificant	1	Remote (Less than 20%)
2	Minor	2	Unlikely (20% to 39%)
3	Moderate	3	Possible (40% to 59%)
4	Major	4	Probable (60% to 79%)
5	Severe	5	Certain (80% or Over)

**Impact Definitions**

- 1 – Insignificant – E.g. an incident with minimal damage or loss.
- 2 – Minor – E.g. a minor injury (Cut or minor bruising.)
- 3 – Moderate – E.g. over 7 day injury or temporary ill health.
- 4 – Major – E.g. a RIDDOR reportable injury.
- 5 – Severe - E.g. a fatality, life threatening injury or life shortening disease.

**RISK MATRIX**

		LIKELIHOOD				
		1	2	3	4	5
		Remote	Unlikely	Possible	Probable	Certain
1	Insignificant	1	2	3	4	5