



Responding to a Person of Concern

C/2.4.1.1

Purpose

This document provides guidelines to follow when a congregation or ministry agent is notified about a Person of Concern (POC). This document is a guide to assist with the implementation of the [C/2.4 Person of Concern Policy](#) and the [C/2.1 Safe Ministry with Children: Providing Safe Ministry Policy](#).

Scope

This procedure applies to all congregations, presbyteries and faith communities within the Uniting Church in Australia, Queensland Synod. Exclusions: This procedure is not intended to apply to the agencies, regulated businesses, colleges and schools of the Uniting Church.

Legislation

The *Working with Children (Risk Management and Screening) Act 2000 (Qld)* and the *Working with Children (Risk Management and Screening) Regulation 2020 (Qld)* define the suitability requirements for persons wishing to volunteer or work with children. An Australian Child Protection Offender Reporting scheme was established by legislation in each Australian State and Territory. The Queensland component of the scheme was established by the *Child Protection (Offender Reporting and Offender Prohibition Order) Act 2004*. The processes outlined in this document align with state legislation, the Uniting Church in Australia National Person of Concern Policy Framework and stands alongside the Uniting Church in Australia National Child Safe Policy Framework. These frameworks also align with all ten of the National Principles for Child Safe Organisations.

New reporting Laws

New laws start on **5 July 2021** which target behaviour that ignores or hides the sexual abuse of children pursuant to the *Criminal Code (Child Sexual Offences Reform) and Other Legislation Amendment Act 2020*. These new laws mean:

- all adults must report sexual offending against children to the police unless they have a reasonable excuse
- adults in an institutional setting (e.g. a school, church or sporting club) must protect children from the risk of a sexual offence being committed against them.

This means that all adults **must** make a report to the police in all cases where:

- sexual abuse or grooming has occurred,
- it is suspected that sexual abuse or grooming has occurred

Definition

Person of Concern (POC): means any person who wishes to participate in the life of a congregation or faith community of the Uniting Church in Australia and who has engaged in criminal sexual behaviour and/or is reasonably suspected of engaging in harmful sexual behaviour toward a child and/or adult that has led to:

- criminal charges relating to sexual offences against children and/or adults
- conviction for sexual offences relating to children and/or adults
- placement on the Register of Sexual Offenders
- suspension of a Working with Children card



- negative notice for Working with Children card
- refusal of a positive Working with Children card
- not having a negative notice or a suspension revoked
- recording on the National Coordinated Criminal History Check
- concerns in the congregation, faith community, presbytery or Synod that the safety of others is at risk

When to apply this procedure

- 1.1. The process must be applied in the event a congregation and/or ministry agent becomes aware that a POC is present or wishes to join the congregation. The POC must not participate in Church activity and must not be present on local church property until a Safety Agreement has been established and implemented. In the event that a person other than the ministry agent of the congregation (including officials of presbytery and Synod) become aware of a POC, they must notify the ministry agent of the congregation who will implement the process described below.
- 1.2. Where a POC wishes to be involved in an activity of the Uniting Church not connected to their local congregation a Safety Agreement is to be entered into with the relevant church council, using the following process as closely as possible.

Initial steps and reporting

2. Identify the POC

- 2.1. When the Ministry agent of the congregation becomes aware that a POC has been worshipping and/or involved in the life of the congregation or wishes to worship and/or become involved, in the life of the congregation, without in anyway making accusations of guilt and in demonstrating genuine compassion and justice, steps must be taken to protect the whole church community and the POC.
- 2.2. This reporting requirement includes the requirement that a report **must** be made to police – that it is suspected that a person attending or involved in the congregation may pose a risk to a child. *See 5.1 below.*
- 2.3. In the circumstances that a child is identified as a POC the ministry agent must follow mandatory reporting processes for the safety of the child and other children including notification of the police/ child protection unit.
- 2.4. Where the POC is a child or a vulnerable adult, the parent/caregiver must be included in any conversations, and any communication with the child or vulnerable adult must be conducted sensitively with consideration given to their age and intellectual development and capacity.

3. Immediate actions required

- 3.1. As soon as a POC is identified, the presbytery or congregation ministry agent must, without in any way making accusations of guilt, ensure the person is stood aside from any leadership position or role within the life of the Church community and that the person does not act in any capacity that could be deemed a leadership role. See 6 below for definition of leadership role(s).
- 3.2. If the POC holds a leadership position within the congregation the ministry agent is to consult with the Chairperson of the Church Council, the Presbytery Ministry agent and any other relevant person within the congregation, and **must** have the POC temporarily stand aside from any leadership position they may hold.



4. Pastoral care

- 4.1. Arrangements for the POC's pastoral care should commence as soon as practicable from when the POC is initially identified and should continue for the period before and after a Safety Agreement is instituted.
- 4.2. Pastoral care will **cease** to be offered to the POC in the following circumstances:
 - 4.2.1. a Safety Agreement is not offered;
 - 4.2.2. the POC declines to accept the conditions of a Safety Agreement;
 - 4.2.3. a Safety Agreement ceases or is terminated

5. Immediate reporting requirements

- 5.1. The ministry agent of the congregation must immediately notify the General Secretary, or their delegate at the Synod office, and the presbytery chair, of the presence of the POC. A template for [Complaints and Allegations](#) must be completed, and a copy provided to the Safe Church Assurance and Support Officer at the Synod office.
 - 5.1.1. A mandatory report **must** also be made to the police, by the ministry agent. A copy of the complaint/allegations template can be provided directly to the police.
 - 5.1.2. Information, support and advice about this process is available by contacting the Safe Church Assurance and Support Officer on 0491 491 227.
- 5.2. In the circumstances that a child is identified as a POC a mandatory report must also be made to the police/ child protection unit, by the ministry agent. A copy of the complaint/allegations template can be provided directly to either the police or child protection authorities.
 - 5.2.1. A [Reporting and Referral Guide](#) is available which contains contact details to make a report to an authority. Information, support and advice is available by contacting the Safe Church Assurance and Support Officer.
- 5.3. Where the POC is a child or a vulnerable adult, the parent/caregiver must be notified.
- 5.4. The General Secretary or their delegate will inform the legal, risk and insurance office of the Synod that a POC has been identified and that risk to the life of the Church community is to be assessed. At this time, the General Secretary or their delegate will also assess the requirement to brief the Communications Coordinator, email communications@ucaqld.com.au or phone 07 3377 9910.
- 5.5. If at any time during the process, a risk to the reputation of the church is suspected or identified, then the Communications Coordinator, should be briefed immediately.

6. Definition of a leadership role (includes but is not limited to):

- 6.1. Standing for or accepting nomination for any leadership position in the congregation, presbytery or Synod including membership of Church Council, Presbytery Standing Committee, or Synod Standing Committee, any committees or task groups of the congregation, presbytery or Synod
- 6.2. Membership of any congregation/faith community task groups/portfolio working groups
- 6.3. Leading worship in any capacity including but not limited to saying grace, prayers, singing as an individual or member of a band/group/choir, bible reading, lighting candles, offering votes of thanks, carrying Communion elements or the Bible into the Church, serving Communion elements, addressing the congregation in any way, standing in the sanctuary space



- 6.4. Leader or helper role of any children or youth activities including but not limited to creche, Sunday School, Kids Group, youth group, days camps, fun days
- 6.5. Greater, welcomer, pastoral care visitor
- 6.6. Key access to any Church property, afterhours access to any Church property, access to any Church computer equipment or technology
- 6.7. Leading bible studies, home/life/fellowship groups, organizing or hosting any Church events, activities or programs, involvement in religious education programs
- 6.8. Any other activity which a reasonable person might identify as acting in a leadership role/position with the Uniting Church

Assess the next step(s) to take

7. Assess the suitability of offering a Safety Agreement

- 7.1. During the period of time before and/or during the forming of a Safety Agreement, the POC must be instructed that they are **not** to be involved with any Uniting Church activity, and that they are **not** to be present on local Church property.
- 7.2. The Church Council of the congregation to assess the nature of the risk the POC presents to the congregation (See 8 below). Where the Church Council determines that the risk may be managed, the Church Council may invite the POC to enter into a Safety Agreement. The presbytery and General Secretary or their delegate will be informed of this decision, by the ministry agent of the congregation.
- 7.3. An interim safety measure may be required in the instance where a POC is going through a court process, and a conviction or court outcome is not yet known. The development of a Safety Agreement is required in order for the POC to have **any** involvement in church activities or programs during the period of time waiting for the court process to be finalised. However, the Safety Agreement must be reviewed once the court process is finalised and a court outcome known. A new Safety Agreement must be developed to reflect the final court outcome.
- 7.4. Refer to *23.1 below* for circumstances where the court process did not result in a 'guilty' outcome.
- 7.5. A Safety Agreement is not a legally binding contract. It is an agreement between parties and is negotiated within the church and **not** with the POC.
- 7.6. Where the POC is a child/vulnerable adult the parent/caregiver must be included in the development of the Safety Agreement.

POC Risk Assessment

8. POC risk assessment criteria (includes, but is not limited to):

- 8.1. the POC's understanding of and remorse for the harm their behaviour has caused
- 8.2. the POC's expressed concern for the safety of others in the life of the Church community
- 8.3. the cooperation of the POC in immediately standing aside from all leadership roles as requested by the Church Council
- 8.4. the POC's adherence to any interim safety measures requested of them



- 8.5. the POC's willingness to engage in the process of establishing a Safety Agreement and commitment to working within the Safety Agreement
- 8.6. the POC's expressed awareness, recognition and commitment to restrictions being placed around their attendance at any Church events, activities or programs or any Church property at Uniting Church locations other than in the congregation/faith community where the Safety Agreement has been assessed, developed and signed
- 8.7. where the POC is a child/vulnerable adult, the willingness and capacity of their parents/caregivers to adhere to the terms of the Safety Agreement
- 8.8. legal restrictions on the POC (bail conditions, parole conditions, sex register matters)
- 8.9. current court suppression orders
- 8.10. advice from Synod legal, risk and insurance teams
- 8.11. the presence of vulnerable people in the Church community, including known and unknown survivors of sexual abuse and harm
- 8.12. the Church Council's understanding of legal liability if they choose not to participate in the POC process
- 8.13. the capacity of the Church Council to manage the risk associated with the POC, including to monitor and review a Safety Agreement
- 8.14. the capacity for monitors to be assigned to the POC with due consideration being given to any potential monitors:
 - 8.14.1. understanding of the role
 - 8.14.2. willingness to fulfil the role including monitoring the POC and identifying, interrupting and naming behaviour that may be considered a breach of the Safety Agreement
 - 8.14.3. availability to fulfil the role
 - 8.14.4. relationship to the POC
 - 8.14.5. understanding of grooming and the impact of sexual abuse and harm
 - 8.14.6. personal and family vulnerability
- 8.15. the capacity of members of the Church Council to be assigned the monitoring task when the assigned monitors are not able to be present
- 8.16. the capacity of the Church Council to liaise with other congregation Ministry agents/Pastors in the circumstances that the POC identifies that they wish to attend a church event, activity or program at a location other than the congregation where the Safety Agreement has been developed

Safety Agreement options

9. Safety Agreement not offered

- 9.1. Should it be determined that the risk cannot be managed satisfactorily, or the Church Council decides not to offer a Safety Agreement the presbytery and the General Secretary, or their delegate must be notified. Pastoral care offered to the POC will then cease (see 4.2 above).
- 9.2. This decision must be communicated in writing to the POC clearly stating the decision and the consequences of the decision:



- 9.2.1. notify the POC (and in the event that the POC is a child their parent/caregiver) in writing that it has been determined that the Church is unable to satisfactorily manage the risk of the POC to the life of the Church community
 - 9.2.2. identify the consequences of this decision including that the POC is **not** permitted to attend any Church event, activity or program and that they are **not** to be present on local Church property and the date from which this takes effect
 - 9.2.3. clearly state the steps that will be taken if the POC seeks to participate in any Church events, activities or programs including being asked to immediately leave the premises, being escorted off the premises, notification to the Police
 - 9.2.4. confirm that this decision has been communicated to other councils of the Church and appropriate ecumenical partners
 - 9.3. The written notification must include a date by which the POC's involvement with the congregation must end and will be signed by representatives of the congregation, presbytery and the General Secretary or their delegate. A [Template Letter to a Person of Concern](#) with examples is available.
10. **The POC declines the offer of a Safety Agreement**
- 10.1. The POC has the right not to consent to a Safety Agreement or to withdraw at any time from the process of developing a Safety Agreement.
 - 10.2. The POC will be given a time period during which the Safety Agreement must be signed. Failure to sign the Safety Agreement within that time period will be taken as a refusal to accept the terms of the Safety Agreement.
 - 10.3. If the POC does not accept the terms of the Safety Agreement, then the offer of a Safety Agreement will be withdrawn.
 - 10.4. In the event of this occurrence the process for when a Safety Agreement is not offered is to be followed (*see 9 above*).
 - 10.5. The POC may decide not to enter into the agreement and if so, must give written notification to the church council. The church council will notify the presbytery and General Secretary or their delegate of the POC's decision. Should the POC exercise this right, the church council must inform the POC that the consequence of their decision is that they must **not** be involved in the life of the congregation, they are **not** permitted to attend any Church event, activity or program and that they are **not** to be present on local Church property and the date from which this takes effect. Provide this to the POC in writing. A [Template Letter to a Person of Concern](#) is available.
 - 10.6. Pastoral care offered to the POC will then cease (*see 4.2 above*).

Components required in developing the Safety Agreement

11. **Developing a Safety Agreement**
- 11.1. The church council must include the presbytery and General Secretary or their delegate in the development of the Safety Agreement. The Safety Agreement must address the conditions by which the POC may participate in the life of congregation, including matters such as
 - 11.1.1. The reporting requirement to inform police that a POC is attending the congregation
 - 11.1.2. Worship services and activities which the POC can and cannot attend
 - 11.1.3. Presence on church property



- 11.1.4. Use and/or possession of technology
 - 11.1.5. Interaction with specific individuals and/or identified types (e.g. children)
 - 11.1.6. Any restrictions on the holding of leadership positions
 - 11.1.7. The appointment of monitors.
 - 11.1.8. Reporting requirements to inform the police in case of a breach or suspected breach of the Safety Agreement
- 11.2. A copy of the signed Safety Agreement must be provided to the General Secretary or their delegate at the Synod office.

Safety Agreement Terms

12. Safety Agreement Terms

- 12.1. The terms of the Safety Agreement will be determined in consultation with the church council, presbytery and the ministry agent, and will be communicated in conversation with the POC (and when the POC is a child/vulnerable adult their parent/caregiver). Note the provisions of 7.5 above relating to the role of the POC in developing a Safety Agreement.
- 12.2. A Safety Agreement should include the following details (and other details as appropriate to the local setting and POC):
 - 12.2.1. Purpose of the Safety Agreement, including recognition as to why the POC has been determined to be a POC and that they are seeking to participate/continue to participate in the life of the worshipping community
 - 12.2.2. A statement to clarify that the Safety Agreement is not a legal document, but that failure of the POC to abide by the terms of the Safety Agreement will have church participation consequences for the POC should the POC choose to withdraw from the Safety Agreement - *see 10 above* for the process to follow.
 - 12.2.3. A statement to confirm that the final decision as to whether or not to offer/continue to offer a Safety Agreement lies with the General Secretary or their delegate
 - 12.2.4. The names of parties to the Safety Agreement, for example the General Secretary representative or nominee, church council, presbytery representative, POC (or their parent/care when a POC is a child or vulnerable adult)
 - 12.2.5. Clarification of the roles and responsibilities of all parties to the Safety Agreement, including the requirement that a report **must** be made to police that a POC is attending the congregation and that a Safety Agreement is in place
 - 12.2.6. Identification of the activities/involvement in a congregation of the Uniting Church that the POC will be able to participate in and processes for any anomalies
 - 12.2.7. Processes for monitoring the POC in a congregational setting
 - 12.2.8. Identification of at least two monitors assigned to the POC (See 13 below for information about the requirements when choosing POC monitors)
 - 12.2.9. Obligations for the Church council including supporting monitors, monitoring and reviewing the Safety Agreement, and informing the General Secretary or their delegate of any alleged breaches
 - 12.2.10. Obligations for the POC (or their parent/caregiver where the POC is a child/vulnerable adult) including around not exercising leadership roles or positions (including clarifying what are leadership roles and positions), terms upon which the POC can attend and participate in



- events, activities and programs of the local Church community, notification regarding attending events at churches beyond the local church community
- 12.2.11. Reference to how the POC will notify the Church Council of their intention to attend an extraordinary event, activity or program at a different Church location enabling the Church Council to inform another Church community (via the ministry agent) that a POC will be present, and that monitoring will be required while the POC is on their premises
 - 12.2.12. Outline of what constitutes a breach of the Safety Agreement and the possible consequences of any breaches, including that a report **must** be made to police if the alleged breach of the Safety Agreement by the POC **has** placed a child or children at risk of sexual abuse or grooming for example, if the alleged breach involved the POC being near or around a child or children, or having contact with a child or children.
 - 12.2.13. Start, review and end dates of the Safety Agreement, including the time period for the POC to return a signed copy of the Safety Agreement.
 - 12.2.14. Monitoring and review processes
 - 12.2.15. Communication plan to identify who needs to be advised of the Safety Agreement and its content, including statutory authorities and other non-church entities
 - 12.2.16. Consideration of what action may be required when a Safety Agreement ends
 - 12.2.17. Data collection and record keeping protocols
 - 12.2.18. If the POC is a registered person under the *Child Protection (Offender Reporting and Offender Prohibition Order) Act 2004* or equivalent, then a copy of the Safety Agreement will be provided to the police officer that the POC reports to.
- 12.3. A [Sample Safety Agreement](#) is available to assist in developing the Safety Agreement.
- 12.4. The Church Council must ensure that monitors are appropriate people within the life of the Church who have been assessed by the church council as being appropriate to take on the role of monitor before the Safety Agreement is signed (*See 13 below*).
- 12.5. The POC will be given a time period during which the Safety Agreement must be signed. Failure to sign the Safety Agreement within that time period will be taken as a refusal to accept the terms of the Safety Agreement.
- 12.6. If the POC does not accept the terms of the Safety Agreement, then the offer of a Safety Agreement will be withdrawn. See 10 above for the process to follow. Pastoral care offered to the POC will then cease (*see 4.2 above*), and a report **must** be made to police that the POC has declined or failed to accept the offer of a Safety Agreement.

POC Monitors

13. Person of Concern Monitors:

- 13.1. The number of monitors will vary but there must be no less than two monitors appointed to any one POC. It is to be expected that over time monitors may need to relinquish their role and be replaced by others.
- 13.2. In the event of the resignation of a monitor, the Safety Agreement must be reviewed. It is possible that resignation of a monitor may mean that a POC cannot participate in some church events or activities for a period of time because monitors are not available for those events or activities.
- 13.3. The characteristics a monitor should hold include but are not limited to the following:
 - 13.3.1. appropriate age and gender in relation to the age and gender of the POC



- 13.3.2. not be related to or have a close personal friendship with the POC
 - 13.3.3. not be a co-accused or co-defendant of the POC
 - 13.3.4. be a regular member of the Church community
 - 13.3.5. have a mature faith and integrity
 - 13.3.6. be able to express their understanding of the Church as a safe place for all people especially children, young people and vulnerable adults
 - 13.3.7. understand grooming and the impact of sexual abuse and harm
 - 13.3.8. be able to articulate the role of a monitor including monitoring the POC and identifying, interrupting and naming behaviour that may be considered a breach of the Safety Agreement
 - 13.3.9. recognise and understand the importance of a Safety Agreement and the POC meeting the terms of the Safety Agreement
 - 13.3.10. reflect on the nature of their relationship with the POC and their capacity to fulfil the role of monitor
 - 13.3.11. consider their appropriateness as a monitor with the POC in relation to their own family commitments and vulnerabilities
 - 13.3.12. determine they have the capacity to fulfil the role of monitor, including the requirement that they **must** report all sexual abuse and grooming, or suspected sexual abuse and grooming to the police
 - 13.3.13. maintain confidentiality and privacy around the Safety Agreement as specified by the Church council
 - 13.3.14. be willing to meet, accompany and shadow the POC while they attend Church events, activities and programs
 - 13.3.15. exercise calm judgement if they believe the POC is breaching the Safety Agreement acting to ensure the safety of the POC and others in the church community including by advising the POC that they must immediately leave the Church event, activity, program or premises
 - 13.3.16. be self-aware of the impact of being in the role of monitor.
- 13.4. The Church council must appropriately support monitors to fulfil their role.
- 13.5. If a monitor determines that they no longer have the capacity to be a monitor, they must inform the Church Council who must inform the general Secretary or their delegate.
- 13.6. The General Secretary or their delegate will review the capacity for a new monitor to be appointed and consequently whether a Safety Agreement can continue to be offered to the POC.

Safety Agreement meeting

14. Meet and develop the Safety Agreement

- 14.1. Using the sample [Safety Agreement template](#) the Ministry agent of the congregation, the church council chairperson (or delegate) and representatives of the presbytery will consult together with the POC on the church's conditions to be included in a Safety Agreement. The POC may bring a support person to this meeting. Note the provisions of 7.5 above relating to the role of the POC in developing a Safety Agreement.
- 14.2. The Safety Agreement is signed by the POC and Ministry agent, church council chairperson and representatives presbytery and Synod and a copy kept securely by each.



15. Information sharing and privacy

- 15.1. The existence and terms of the Safety Agreement will be known by
- 15.1.1. Church council members/faith community leadership
 - 15.1.2. Executive of small congregations
 - 15.1.3. Presbytery representative
 - 15.1.4. the General Secretary or their appointee/delegate
 - 15.1.5. Ministry agent of the congregation/faith community
 - 15.1.6. Monitors
 - 15.1.7. POC
 - 15.1.8. The parents/caregivers of the POC when the POC is a child/vulnerable adult
 - 15.1.9. Persons responsible for the welfare and safety of children and/or vulnerable adults involved in the congregation
 - 15.1.10. Appropriate ecumenical partners
 - 15.1.11. The police
- 15.2. If the POC is a registered person under the *Child Protection (Offender Reporting and Offender Prohibition Order) Act 2004* or equivalent, then a copy of the Safety Agreement will be provided to the police officer that the POC reports to.
- 15.3. The Placements Committee will be informed of the existence of a POC within a congregation/faith community but will not be given details as to the terms of the Safety Agreement. The placement process will seek to ascertain the willingness and capacity of a ministry agent to work with the possibility of a POC in a potential placement.
- 15.4. The presence of a POC in a congregation/faith community will be communicated to the in-coming ministry agent, and in-coming presbytery or Synod office/role holders.
- 15.5. The General Secretary or their delegate will determine if other Uniting Church ministry agents in placements in geographic proximity to where the POC attends Church will be notified of the Safety Agreement.
- 15.6. When a POC identifies they are attending an extraordinary event, activity or program at a different Church location/community, the ministry agent of that community will be informed that a Safety Agreement is in place (but not the terms of the agreement) and be advised that the POC must be monitored while on those premises/at that event/activity/program. When there is no ministry agent this information will be given to the chair of the church council/executive of a small congregation.
- 15.7. When information about the POC's criminal charges/conviction is in the public domain, the General Secretary or their delegate will advise the Church council what to share with the church community. The church council will communicate sensitively to the congregation. Children must be excluded from this meeting. The POC will be advised about the information that is to be shared and when the sharing will occur. Information and support to manage and respond to all media enquiries is available via the Communications Coordinator, please email communications@ucaqld.com.au or phone 07 3377 9910.
- 15.8. The ministry agent will offer pastoral care to any members, adherents and members in association who require support after receiving this information. When there is no ministry agent this support will be facilitated by the Presbytery Ministry agent.



- 15.9. Where information is not in the public domain, the church council will ensure that the existence of the Safety Agreement remains confidential known only known to the parties of the Safety Agreement and where appropriate to the persons responsible for the welfare and safety of children and/or vulnerable adults involved in the congregation.
- 15.10. The church council delegate will advise the POC that a record is kept within the Office of the General Secretary about the POC including the Safety Agreement and that the General Secretary will communicate in confidence this information to appropriate ecumenical partners.
- 16. Communicating changes of congregation**
- 16.1. If the POC changes congregation to join another Uniting Church congregation, the congregation Ministry agent is responsible to communicate the nature of the individual being a POC to the congregation ministry agent of the receiving congregation. The congregation Ministry agents of both congregations must notify the Church Council Chair, presbytery and the General Secretary or their delegate, of the movement of the POC.
- 16.2. If the POC ceases their involvement in the congregation and the ministry agent is unaware of the POC's new congregation involvement, they are to notify the presbytery and the General Secretary or their delegate accordingly.
- 16.3. It is the responsibility of the new congregation to assess the nature of the risk the POC presents to the congregation. All Uniting Church congregations and faith communities **must** institute the processes described from step 3 above, noting the requirement that a report **must** be made to police in order to protect children from the risk of a sexual offence being committed against them, within an institutional setting such as a church.

Maintain and review the Safety Agreement

- 17. Maintaining the Responsibilities in the Safety Agreement**
- 17.1. The Church Council has the responsibility to monitor the Safety Agreement.
- 17.2. In a transition of role(s), it is the responsibility of the incumbent office bearer(s) to ensure that their knowledge of the Safety Agreement, the roles of the others within the congregation who are supporting them in carrying out the Safety Agreement and a copy of the Safety Agreement are forwarded to the new person taking the role.
- 17.3. The new office holder should prioritise contact with the POC to inform them of their knowledge of the Safety Agreement.
- 18. Annual review of the Safety Agreement**
- 18.1. The capacity of the congregation to manage the risk the Safety Agreement must be reviewed annually.
- 18.2. The terms of the Safety Agreement must be reviewed annually.

Responding to breaches and changing the Safety Agreement

- 19. Responding to breaches of the Safety Agreement**
- 19.1. All alleged breaches of a Safety Agreement are to be immediately reported to the General Secretary or their delegate. These breaches may be reported by the monitor, the ministry agent of the relevant



congregation, or an officer of the relevant presbytery on the principle of multiple reports being welcome.

- 19.2. If an alleged breach of a Safety Agreement has placed or may have placed a child or children at risk of sexual abuse or grooming, then a report **must** be made to police.
 - 19.3. While the alleged breach of the Safety Agreement is being investigated, the POC must be advised that they are **not** permitted to attend any events, activities or programs connected to the Church community and they are **not** allowed to be present on any Church property in their local community. Pastoral care will be offered by the presbytery to the POC during this period. This decision should be communicated to the POC in writing. A [Template Breach Letter to a Person of Concern](#) is available.
 - 19.4. The General Secretary or their delegate will ensure that an investigation occurs, and a determine made as to whether a breach has occurred.
 - 19.5. The breach of a Safety Agreement may result in the review, re-development or withdrawal of a Safety Agreement. If the breach of a Safety Agreement has placed or may have placed a child or children at risk of sexual abuse or grooming, then a report **must** be made to police.
 - 19.6. Where a breach of a Safety Agreement results in the withdrawal of a Safety Agreement, the POC will be informed that they are **not** permitted to attend any events, activities or programs connected to the Church community, presbytery or Synod, and they are **not** allowed to be present on any Uniting Church property in their local community. This decision must be communicated to the POC in writing. A [Template Breach Letter to a Person of Concern](#) is available.
 - 19.7. If the Safety Agreement has been withdrawn, then a report **must** be made to the police informing the police that a POC attending the congregation has breached the Safety Agreement and the risk is such that the congregation is no longer willing to continue to offer a Safety Agreement to the POC.
 - 19.8. Pastoral care offered to the POC will then cease (*see 4.2 above*).
20. **Amending the Safety Agreement**
- 20.1. Any proposed amendment to the Safety Agreement must be agreed to by each of the parties to the agreement. If the POC does not agree with the amendment(s) proposed, then the process to be followed is as per *9 above* when a Safety Agreement is not offered.
21. **Ceasing the Safety Agreement**
- 21.1. If the POC changes denomination, the Safety Agreement with the Uniting Church ceases, and the POC has no further interaction with the Church. The congregation Ministry agent **must** notify the General Secretary of the Synod immediately. The General Secretary **must** communicate with the receiving denominational head as soon as the POC's new denomination is known.
22. **Withdrawing from the Safety Agreement**
- 22.1. The Church may decide to withdraw from a Safety Agreement:
 - 22.1.1. following a determination that a breach of the Safety Agreement has occurred by the POC;
 - 22.1.2. in the event that the congregation is no longer able to fulfil its obligations under the Safety Agreement;
 - 22.1.3. or a change in the circumstances of the congregation indicate that the level of risk can no longer be managed by a Safety Agreement.
 - 22.2. This decision must be communicated to the POC in writing. A [Template Letter](#) is available. Pastoral care offered to the POC will then cease.



22.3. The POC may choose at any time to withdraw from the Safety Agreement. It must be made known to them that as a consequence of their decision they are **not** permitted to attend any events, activities or programs connected to the Church community, presbytery or Synod, and they are **not** allowed to be present on any Uniting Church property in their local community, and that a report may be made to police. This decision must be communicated to the POC in writing. A [Template Letter](#) is available.

22.4. Pastoral care offered to the POC will then cease *see 4.2 above*.

POC is incorrectly identified

23. A person is incorrectly identified as a POC

23.1. In circumstances where a person was incorrectly identified as a POC:

23.1.1. the charges against the POC did not proceed to prosecution/or the charges were withdrawn at some point during the court process/or did not proceed to a trial; or

23.1.2. the court matter was finalised with a 'not guilty' outcome.

23.2. the person **must** provide the General Secretary or their delegate, a copy of the formal court outcome, or similar legal documentation from the court, which demonstrates the outcomes in either 23.1.1 or 23.1.2 above that they were found not guilty, or that the matter did not proceed to trial.

23.3. Once documentation has been received by the General Secretary or their delegate that demonstrates as per 23.2 that the person was incorrectly identified as a POC, then the person will no longer be identified as a POC and therefore be able to resume and/or hold leadership roles and positions. This decision should be communicated to the POC in writing.

Related documents

[C/2.1 Safe Ministry with Children: Providing Safe Ministry Policy](#)

[C/2.4 Person of Concern Policy](#)

[C/2.1.5.4 Complaints and Allegations: Statement Template](#)

[C/2.1.5.8 Reporting and Referral Guide](#)

[C/2.4.1.2 Template Safety Agreement](#)

[C/2.4.1.3 Template Letter to a Person of Concern](#)

[C/2.4.1.4 Template Breach Letter to a Person of Concern](#)

Revisions

Document number		C/2.4.1.1			
Version	Approval date	Approved by	Effective date	Policy owner	Policy contact
5.0	30.06.2021	Manager, Risk and Compliance	30.06.2021	ED Strategic Resources and Assurance	Safe Church Assurance and Support Officer
Next scheduled review		30.06.2026			