

HARESTOCK PRIMARY SCHOOL

SCHOOL POLICY

LETTING POLICY

Date: Autumn term 2016

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Conditions of Hire – Harestock Primary School

1 In these conditions:

'School' means the school identified at the head of this document. 'County Council' means Hampshire County Council.

2 Acceptance of conditions

The hiring of accommodation/facilities/premises is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

3 Compliance with conditions

The Hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

4 Applications

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

5 The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.

6 The use of the premises must not interfere with the proper working of the School or impair its efficiency. In particular the Hirer acknowledges that it will not have exclusive use of the site.

7 Gymnasium/sports hall

Only suitable footwear should be worn in the gymnasium or sports hall. No school games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognised qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other activities with young people. For further guidance the Hirer should consult the regulations described in the HCC document 'Safety in Physical Education' available at the school.

8 Grass sports pitches and hard court multi-use games areas

- (i) These facilities should be used for their intended purposes only i.e. participation in formal and informal play and sport.
- (ii) The grass sports pitches and hard court multi-use games areas shall be hired, together with access to toilets and changing accommodation at the School. The Hirer shall not have any access to any other parts of the School.
- (iii) The grass sports pitch shall be marked out for that sport and the hard court multi-use games area may have indicative markings for sports like netball,

basketball, tennis and small-sided football. No additional marks shall be made to the sports pitch or hard court areas by the hirer.

- (iv) The grass sports pitches shall have a limited playing capacity. The School reserves the right to restrict use of the grass sports pitch to protect it during inclement weather; when damaged or under repair; when waterlogged; or to fit in with the School curriculum or School demands.
- (v) Litter must be removed from the facility at the end of the hire session.

9 Catering facilities

The Hirer must agree to the contractual, hygiene and health and safety obligations set out by the School and to the payment of the deposit 10 days prior to the hire and the payment of the hire charges. This is in addition to any separate charges levied by the school for the use of any school facilities used in conjunction with the hire of the catering premises.

10 School equipment

No use may be made of apparatus such as stage fittings, pianos etc., without specific permission.

11 Fabric and fittings

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing and the wearing of stiletto heels is prohibited. Only authorised persons shall use steps or ladders. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises. The School's furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangements. Official exit ways must be kept clear at all times. Any alteration or addition to the School's lighting or electrical heating systems is strictly forbidden, except with the written consent of the headteacher. Consent may be subject to conditions, which the Hirer will be required to observe. The Hirer shall, at the end of the hire period, leave the accommodation in a reasonable tidy condition, all equipment being returned to the correct place of storage.

- 12 The Hirer is responsible for the safe guarding and safe keeping of all items belonging to the Hirer, its guests/delegates or third parties engaged by it. The School accepts no responsibility for such items.

13 Storage

Storage facilities cannot usually be provided. When Hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

14 Hirer's property

Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. Hirers shall not bring on to the premises, without the prior consent of the governors, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of a dangerous nature.

15 The Hirer shall indemnify the establishment and Hampshire County Council against all claims for damages, compensation and/or costs in respect of:

- (i) bodily injury or illness to Third Parties, and/or
- (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer's use of the premises.

16 The Hirer shall be responsible for loss or damage to the establishment's premises and contents therein the property of Hampshire County Council.

17 The Hirer shall effect adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 14-16 above. (See Appendix A for explanatory notes on insurance).

18 Refusal of hire

The governors may refuse an application to hire the premises if:

- a) The premises are required by the School.
- b) There has been any damage to the property or breach of these conditions during previous use of the premises by the hirer.
- c) For any other reason the governors deem it necessary or expedient to refuse the application.

No compensation shall be payable by the governors by reason of such a decision.

19 Cancellation by the governors

The School reserves the right to cancel any hiring without notice if:

- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period or
- (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
- (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i), all hiring fees will be refunded to the Hirer, but the School shall have no further liability to the Hirer. In the event of (ii) and (iii), any refund of hiring fees shall be at the discretion of the School.

Apart from exceptional circumstances, the governors will give at least four weeks notice to the Hirer, should it become necessary to cancel or postpone a letting.

20 Cancellation by the Hirer

The Hirer must give at least four weeks notice of cancellation to the headteacher, acting for the governors. If any shorter period of notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge.

21 Payment of charges

The Hirer shall pay the hiring fees, including any deposit, at the rates and times set out in the attached Schedule.

- 22
- (i) The Hirer acknowledges that in the event that the Hirer cancels the hiring there will be a cancellation fee payable as set out in the attached Schedule and any refund of monies already paid will be at the discretion of the School.
 - (ii) All hire charges must be paid within one month of the invoice being issued. This invoice will be issued at the end of each month for all the hires that have taken place in that month.
 - (iii) The School reserves the right, on proper notification, to invoice the Hirer for any charges arising from excessive cleaning time incurred as a result of the Hirer failing to leave the accommodation in a reasonable condition, or for repair of the premises or equipment damaged by the Hirer, or resulting from the Hirer failing to vacate the premises by the time stipulated in the hire form.
 - (iv) The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the governors against costs unavoidably incurred as the result of insufficient notice of cancellation of booking, any damage caused by the Hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the deposit to be retained will be decided by the governors and their decision will be final. Use of school meals facilities and equipment is subject to County Council conditions and a deposit of £100 is required.

23 Statutory requirements

- (i) All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. For all regulated entertainment, it is the Hirer's responsibility to inform the local Licensing Authority and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbours or even if admission is free and open to all.
- (ii) No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the Hirer has obtained the permission of the society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the Hirer. The Hirer must indemnify the school and the County Council against any action for breach of copyright.

24 Attendance and behaviour

- (i) The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.
- (ii) The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The Hirer shall at all times provide an adequate number of supervisors for any activity and those supervisors shall be present throughout the hiring period. The Hirer shall be liable for damage caused by unruly or inappropriate behaviour.
- (iii) It is the Hirer's responsibility to ensure that all those attending are made aware of their responsibilities, and the County Council's and Hirer's insurance arrangements.

25 The School reserves the right to exclude individuals or companies that it considers undesirable or inappropriate. The headteacher reserves the right to require a representative to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition. If the headteacher's representative considers the behaviour of the Hirer, its guest/delegates or third party contractors to be unreasonable, then the representative may cancel and/or terminate the event with immediate effect and the School shall not be obliged to refund any part of the Hire charge.

26 Alcohol

In no circumstances shall alcoholic drinks be available at any function without prior written consent of the governors. Permission will be granted only in exceptional circumstances. Applications must be made in writing at the time the Hirer applies for the use of the premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to ensure that a Temporary Event Licence is obtained from the local Licensing Authority. The Hirer agrees to comply with all conditions and limitations attached to the Temporary Events Notice he obtains.

27 The School reserves the right to require sight of a Temporary Event Notice prior to the letting.

28 Gambling

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the governors.

29 Emergency evacuation procedures

Hirers shall familiarise themselves with the fire precautions in force on the premises and with the means of evacuation in the event of a fire, bomb warning or any other threat to safety. The Hirer is responsible for ensuring that persons attending are made aware of the evacuation procedures. Fire and other exits must be kept clear at all times.

30 Smoking

No smoking is allowed.

31 Caretaker

The caretaker is instructed by the governors to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the caretaker on duty must therefore be followed.

32 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas at the premises subject to availability.

33 Right of access

The governing body and its agents reserve the right of access to the premises during the letting.

34 The headteacher or his/her representative reserves the right to suspend or withdraw use of the school by an individual group with immediate effect on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the School or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- non-compliance with or breach of licensing laws
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of school invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the School, or against the interests of all users.

Following the suspension, the user will be given reasons in writing and will be offered the opportunity to appeal to the governing body of the School whose decision will be final.

35 The Hirer may not assign or sub-let the hire of the School.

Appendix A

Details of insurance cover

Hirer's insurance – indemnity clause

In accordance with the terms of hiring it is customary to require persons / organisations to accept responsibility for damage to the premises and its equipment and for the Third Party claims involving injury to persons and / or damage to property.

A Injury to person or property

- 1 The Hirer shall indemnify the school and Hampshire County Council against all claims for damages, compensation and / or costs in respect of :
 - (i) bodily injury or illness to Third Parties, including the County Council's servants and agents and / or
 - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the Hirer's use of the premises.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

B Damage to premises and equipment

- 1 The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of the School and /or Hampshire County Council, except when loss or damage to the premises or contents are as a result of the negligence of the School or Hampshire County Council.
- 2 The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of
 - £10 million for commercial hirings except where otherwise agreed
 - £5 million for non-commercial hirings

Hirers must produce evidence that the required insurance cover is in place at least seven days before the event.

Non commercial hirers

Due to difficulties experienced by non commercial hirers in arranging Public Liability Insurance with a Limit of Indemnity of at least £5 million (the lowest limit acceptable for use of Hampshire County Council premises) the County Council has arranged for their Public Liability policy to be extended, and non commercial hirers who cannot produce evidence of Public Liability insurance, must as a condition of the proposed hiring, take out the Hirer's Insurance organised by Hampshire County Council, (provided they do not fall within the definition of the exclusions listed below).

Hampshire County Council – on behalf of non commercial individuals and organisations hiring County Council schools, community colleges, education centres and other Hampshire County Council properties.

Policy of insurance with travellers insurance company under policy no uc pop 3838475

Operative clause

The indemnity will cover individual hirers and organisations in connection with their hire of and activities carried on at the hired premises for their legal liability for bodily injury or illness to third parties and damage or loss to third party property, and loss or damage to the premises and contents hired, including such liability that may be imposed on the Hirer under the terms of the hiring agreement.

Limitations - Aggregate liability indemnified limited to £5 million

Exclusions - Political Meetings and Professional Entertainment Promotions, Commercial, business or trade hiring

Note

This is a public liability insurance policy. It does not provide cover for:

Employers Liability – If the hirer has employees the hirer must provide this cover.

Professional negligence of the hirer – if the hirer is providing a professional service they must take out this cover for themselves.

Personal Accident – cover for participants in the hirers activity where they have been injured as a result of a pure accident and there is no negligence on the part of the hirer.

Appendix B

Harestock Primary School – Lettings Charges

With effect from 1st January 2017

LETTING CHARGES (Finishing before 6.15pm weekdays)	LEVEL 1 Per hour	LEVEL 2 Per hour
Classroom	£5	£10
Hall	£10	£16
Playing field	£10	£16
Playground	£10	£16

Level 1 – Hirers facilitating a club/activity for Harestock Primary School Pupils

Level 2 – All other hirers.

Notes

1. Lettings finishing after 6.15pm weekdays and at weekends will attract an additional lock/unlock charge of £14 and will be subject to a minimum charge of £20 where there is no other hirer on that evening or day.
2. Cancellation by the Hirer - if less than four weeks notice is given, the governors reserve the right to pass on to the hirer any costs unavoidably incurred or to impose a cancellation charge of up to 50% of the letting fee.
3. The above charges do not include VAT. For general hires of rooms, school halls etc. VAT is not charged, unless the school is asked to provide any equipment such as sound systems, OHPs, computers etc (tables and chairs can be used without the need to add VAT).

Appendix C



Application for the hire of facilities at Harestock Primary School

The application should be sent to the school and should normally be made at least 14 days before hiring is required.

Name and address of applicant _____
(to whom correspondence can be sent) _____

Telephone number _____ Postcode _____

Name of organisation and position within organisation (if applicable)

Facilities required

Gymnasium Sports hall Hall Kitchen*

Playing Field area (specify) Playground area (specify)

Classroom(s) specify number Other facilities (specify)

** A deposit of £100 is required for the hire of the kitchen payable at least 10 days prior to date of letting.*

Purpose of hire _____ Do you wish to provide bar facilities? YES / NO

Apart from organisers, is the proposed hire exclusively for:

Young persons under 18 or members of a registered youth group YES / NO Older persons group or adult with disabilities YES / NO

Date(s) required _____ Time from _____ to _____

Declaration

- 1 I have read and accept the school’s conditions of hire, and agreed to abide by these and any special conditions communicated to me.
- 2 I agree to indemnify the County Council against any accidents or damage to County Council property or injury to persons which may be incurred as a result of the hiring unless caused by the negligence or breach of statutory duty of the County Council. I understand that the County Council have taken out a policy of insurance, brief details of which have been supplied to me, which provides an indemnity for my legal liability for accidents, damage and injury.
- 3 I enclose a copy or copies of appropriate qualifications held by the person(s) running the activities (where appropriate) in support of this application.
- 4 I accept that an additional charge may be made in respect of damage caused to the building or school property through negligence or willful intent.
- 5 I understand that there will be a minimum charge unless there is a concurrent hirer.
- 6 I agree to the payment conditions.
- 7 I am over 18.

Signed _____ Name in _____ Date _____
full

✂-----

This section will be returned to you as confirmation or otherwise of the letting. It is **not** an invoice.

Name _____

Address _____

Approval is given/not given to your application to hire _____(facilities)

at Harestock Primary School on _____

The charge will be £ _____ starting at _____ hours and finishing at _____ hours, unless the minimum charge applies or the period of letting exceeded.

An invoice for the actual charge will be issued **after** the hire.

Appendix D

Procedure for suspending community use

The headteacher or his/her representative is authorised by the school's governing body to suspend use of the school by any group or individual with immediate effect, on the following grounds:

- causing intentional damage to the school, its equipment or any personal belongings of other users
- violent, threatening or abusive behaviour to a member of staff or other users
- theft of any property belonging to the school or other users
- disruptive behaviour which is interfering with the activities of others
- behaviour which puts at risk the health, safety or well-being of others
- behaviour which is deemed to be offensive and/or results in complaints from users
- refusal to follow reasonable directions from the caretaker or other members of the school's staff
- non-payment of centre invoices
- any other behaviour which is considered inappropriate to the smooth and efficient operation of the school, or against the interests of all users.

The headteacher's representative shall inform the headteacher of the reasons for the suspension at the next available opportunity.

If the headteacher considers the suspension is justified, a small committee of the governing body shall be convened to review the grounds of the suspension. The committee shall be chaired by the vice-chairman of the governing body and it shall include at least two other governors. A meeting shall be called as soon as possible. If the decision is upheld, the committee's chairman shall write to the user to confirm the suspension, to give a reason or reasons, and to give the user 28 days to lodge a written appeal to the chairman of the governing body.

If an appeal is received, the chairman of the governing body shall convene a meeting of a different committee of the governing body to reconsider the suspension. The appeals committee shall include the chairman and at least two other governors who were not members of the first review committee. The result of the appeal shall be sent in writing to the suspended user within five working days following the meeting of the appeals committee.

APPENDIX E

School Premises Licensing

1 THE NEW ACT: THE LICENSING ACT 2003

1.1 This provides that the following are licensable activities, all of which require authorisation:

- sale of alcohol
- supply of alcohol in clubs
- regulated entertainment
- provision of late night hot food and drink.

2 WHAT IS REGULATED ENTERTAINMENT?

2.1 The descriptions of entertainment are:

Performance of a play (including school plays and shows)	Exhibition of a film (excluding those shown purely for educational purposes)
Indoor sporting event (to which spectators are invited)	Boxing or wrestling entertainment
Performance of live music (bands etc)	Playing of recorded music (but not if only incidental to some other activity which is not itself regulated entertainment)
Performance of dance	Entertainment of a similar description to live music, recorded music or dance where the entertainment takes place in the presence of an audience
Where the entertainment takes place in the presence of an audience and is provided for the purpose of entertaining that audience	

2.2 To be “**regulated** entertainment” the entertainment must be provided for members of the public or a section of the public **or** for consideration and with a view to profit (including for a charity such as PTA Fund Raising).

2.3 **Schools are advised to:**

- read the information from the Department for Culture on www.culture.gov.uk
- take advice from the relevant local Licensing Authority.

2.4 As it may take several weeks to process an application for a Premises Licence you are advised to consider using a Temporary Event Notice to cover any forthcoming events which require licensing.

2.5 If it is Regulated Entertainment, what does this mean?

Such activities may only be carried out with authorisation. This can be obtained either by obtaining a **Premises Licence** or applying for a **Temporary Event Notice (TEN)**.

Please see flowchart which may assist in deciding which licence is appropriate.

3 PREMISES LICENCES

- 3.1 Schools will be able to apply for a Single Premises Licence to cover all the licensable activities they wish to carry on. A Premises Licence can permit premises to be used to supply alcohol, to provide regulated entertainment and to provide late night hot food and drink.
- 3.2 The Act explains that a proprietor of an educational establishment can apply for a premises licence.
- 3.3 An application for a premises licence must be made to the relevant Licensing Authority, ie. your Local District or Unitary Authority within whose area the school is situated.
- 3.4 To make an application you must submit:
 - a completed application form
 - an operating schedule
 - a plan of the premises in the prescribed form. Scale of plan 1:100 millimetres – unless agreed with the relevant Licensing Authority in writing that an alternative scale plan is acceptable to it
 - if the application requests authorisation to supply alcohol, a form containing the consent of the proposed designated premises supervisor in the prescribed form
 - the prescribed fee. Part 5 of the Licensing Act 2003 (Fees) Regulations 2005 exempts schools and colleges from fees where the application relates to the provision of regulated entertainment only and the provision of regulated entertainment on the premises is carried out by the educational institution and on behalf of the purposes of the education institution. Schools may also be exempt from the annual fee if at the time the fee is payable the conditions relating to exemption are satisfied.

4 TEMPORARY EVENT NOTICE (TEN)

- 4.1 A limited number of events involving licensable activities may be carried out during the course of a year.
- 4.2 No actual permission from the licensing authority is required for events carried out under such notices but certain terms apply:
 - notice must be given to the licensing authority and to the police
 - notice must be given not less than 10 days before the event is due to take place
 - a fee is payable (£21).
- 4.3 There are limitations:
 - a person who does not hold a personal licence may apply for only five TENs per annum

- an individual who holds a personal licence may seek up to 50 but only 12 at the same venue

4.4 There are conditions attached to TENs:

- such events must not be open to more than 499 people, last for more than 96 hours and there must be a minimum of 24 hours between each event.

4.5 The police can intervene to stop such an event if they consider that their law and order objective might be under threat. The licensing authority can also, if the notice is incorrect or the maximum number of events has been executed.

4.6 Procedure. A particular form is required, this will be available from the web site of the relevant licensing authority.

4.7 Other points to note:

- the event holder is under a duty to keep and display the temporary event licence. If this is not done a criminal offence is committed
- if the notice is lost a duplicate can be sought
- there is a right of entry to the police or duly authorised officers to enter the premises at any reasonable time to assess the effect of such an event on their crime and disorder objective
- where alcohol is to be supplied this should be by or under the authority of the Premises User ie. the individual who applied for the TEN.

5 PERSONAL LICENCE

5.1 The Act establishes a regime for the granting of personal licences to individuals to supply, or to authorise the supply of alcohol.

5.2 The personal licence is separate from the licence which authorises the premises to be used for the supply of alcohol.

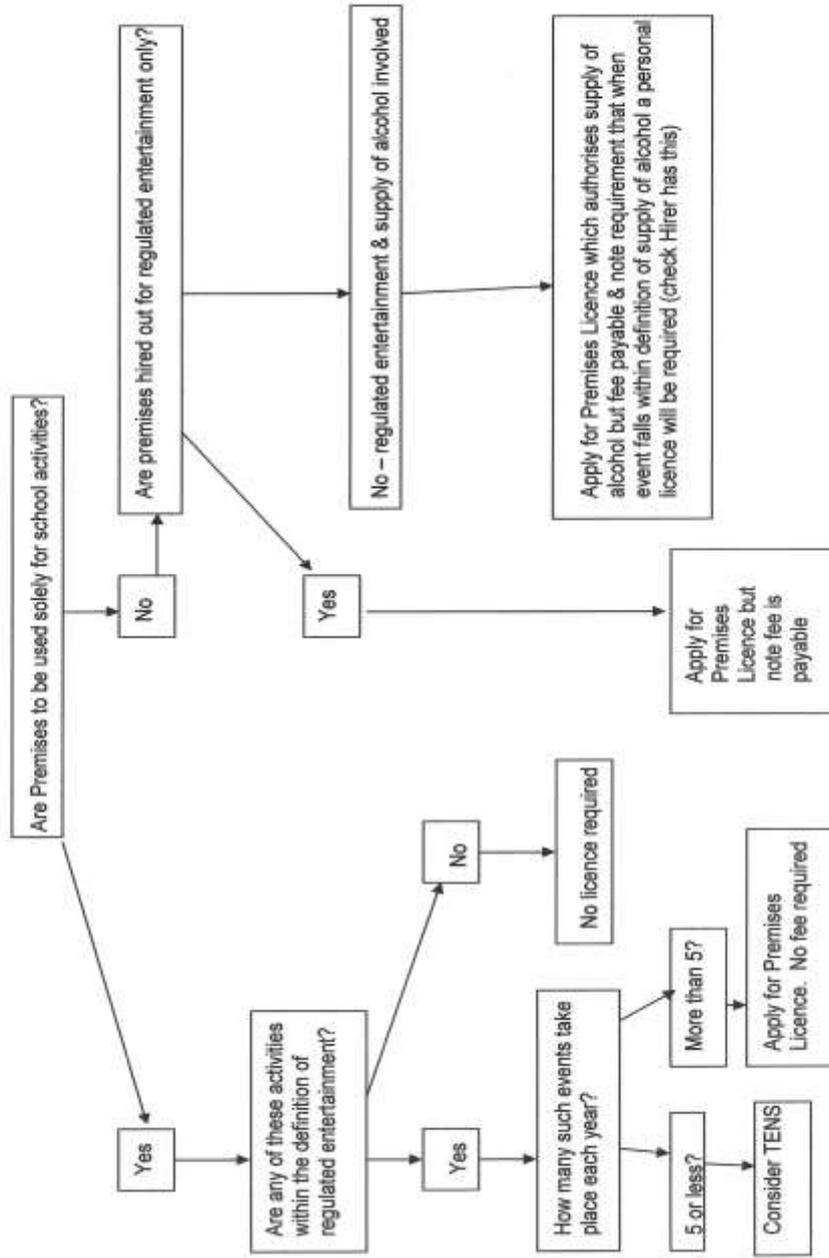
5.3 The personal licence relates only to the supply of alcohol under a premises licence.

5.4 An individual will not require a personal licence for the other licensable activities, ie. the provision of regulated entertainment or late night refreshment.

5.5 A personal licence does not authorise its holder to supply alcohol anywhere, but only from establishments with a premises licence authorising the supply of alcohol in accordance with the premises licence.

5.6 The fees for such a licence are £37. Such a person will need a suitable qualification and to have CRB clearance.

APPENDIX G: Licensing flow chart



APPENDIX F:

Community provision and safeguarding children

Aide-memoir

This aide-memoir must be read in line with Section 175 of the Education Act (2002) and in conjunction with 'Safeguarding Children & Safer Recruitment in Education' (DCSF, 2007). Its aim is to supplement the DCSF guidance with additional information pertaining to safeguarding children within extended schools and community provision. The aide-memoir covers:

- Roles and responsibilities.
- Responsible employment.
- Inter-school activities.
- Before, during and after school activities.
- The role of the local authority.

Roles

The school will have varying roles within this community provision:

- Providers of the site.
- Facilitators of school resources.
- Promoters of activities.
- Hosts of other organisations on the site, offering services.
- Providers of services offsite in community settings.

Responsibilities

Within these roles the school will be responsible for:

- What the children do.
- Who has access to the children (including adults who use community facilities).
- Where the children are sent and how they are transferred.
- Who takes them there.
- What happens to them when they get there.

Within this are overall responsibilities:

- Schools liability to visitors and community users engages in activities.
- Common law duty of care to children of the school.
- Section 175 of the Education Act 2002. "The governing body of a maintained school shall make arrangements for ensuring that their functions relating to the conduct of the school are exercised with a view to safeguarding and promoting the welfare of children who are pupils at the school....". "They will also have regard to any guidance issued by the secretary of state in making those arrangements".
- If a charge is made – contractual obligations including implied terms (eg. a safe learning environment).
- Negligence if dispatching children to an activity elsewhere; or promoting or recommending it; without reasonable (or professional) care.

Responsible employment

If staff are employed by the school, all safe recruitment and employment policies must apply including:

- Appointment.
- Induction.
- Training.
- Suitability to work with children.
- Reporting incidents
- Supervision to ensure that procedures are followed.

Other providers on site

If they are a community or voluntary organisation the school must:

- Ensure their personnel are CRB checked.
- Ensure that they are appropriately qualified for the activities.
- Ensure that any agreement to use school premises includes a commitment to work within the school's child protection policy and procedures.
- Ensure there is a communication route to the school through which concerns can be reported, by children, parents or staff.

If they are commercial providers and employing staff (eg. a privately run fitness club) the school must:

- Ensure that enhanced CRB checks are part of their employment policy.
- Ensure that a statement is made to the school on the currency of such checks.
- Ensure that they are appropriately qualified – to include managers and workers.
- Ensure that they have a child protection policy that has been seen by the school, noted and approved.
- Ensure that the agreement includes a commitment to report any incidents or concerns to the school.
- Record compliance/non compliance.

Inter-school activities

If the school is organising or running inter-school activities, the school should:

- Attempt to reach a common protocol between all schools involved, including a common child protection policy.
- An agreement to exchange information on participating children who may be at risk.
- Ensure that there are opportunities for inter-school checks to be made to satisfy each school that what is being offered is safe and appropriate.
- Ensure there are compatible procedures for reporting and recording incidents, including reporting to governors.

Before, after and during activities

In general schools are responsible for children permitted, or invited on its site, as follows:

- There needs to be arrangements for children to be supported and looked after if an incident occurs during a session, eg. between a breakfast club and the start of school and after an evening session is over (ie. ensure adequate leader/children ratios).

- This includes situations involving the late return of buses or delays in pick-ups by parents.
- This implies a member of staff with that responsibility.
- It also implies a system of registration.
- If an open access provision is running, eg. a playscheme, parents need to be aware of, and sign up to, the open agreement.
- There should be written agreement with parents which may include a statement that children will only be allowed to participate if parents pick up children on time (with allowance for emergencies).

The role of the local authority (LA)

Schools can seek the support of the LA to:

- Provide legal support.
- Clarify their legal position for governors and teachers.
- Facilitate the negotiation of protocols between schools.
- Develop safe working practice guidelines.

Useful Links

[Education Act 2002](#)

[Safeguarding Children and Safer Recruitment in Education](#)

[Working Together to Safeguard Children](#)