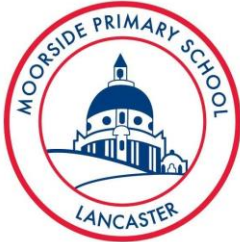


<b>Moorside Primary School</b>		
<b>Document Name</b>	Lettings Policy, including Transfer of Control Agreement	
<b>Date</b>	October 2023	
<b>Version</b>	1 <sup>st</sup> version since new LA model policy	
<b>Audience</b>	Governors, SLT, Lettings partners	
<b>Approved by</b>	Based on LA Model Policy, circulated by email and will be formally approved in November 23	

1. The Governing Body actively encourages community use of the school buildings and grounds. However, it reserves the right to refuse any lettings it may choose.
2. Before hiring or renting out school facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) the Governing Body will ensure that appropriate arrangements are in place to keep children safe. When services or activities are provided by the Governing Body, under the direct supervision or management of the school the school's arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The Governing Body will therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll. The Governing Body will also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on Keeping Children Safe in Out-of-School settings details the safeguarding arrangements that schools and colleges should expect these providers to have in place.
3. As a school, we evaluate the purpose for using the school's facilities and will ensure that they are in keeping with the ethos of the school, that they are in-keeping with British Values and do not contravene the key principles of safeguarding. The Governing Body will ensure that arrangements are in place to carry out checks on all individuals or

organisations who hire the school's premises/facilities. These are outlined in the appendix at the end of the policy. The hirer must be willing to meet with school officials and provide details of their aims and objectives. Hirers should follow the appropriate keeping children safe in education guidance After-school clubs, community activities, and tuition - safeguarding guidance for providers ([publishing.service.gov.uk](https://publishing.service.gov.uk))

4. In the event of an allegation relating to an incident that happened when an individual or organisation was using the school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities), the school will follow its safeguarding policies and procedures, including informing the LADO.
5. The Governing Body will ensure that the school budget does not subsidise non-school activities and that all costs are recovered. Charges will be reviewed annually by the Governing Body.
6. Each hirer using the school will be required to nominate a contact person. Such a person is deemed to be in charge and able to investigate any difficulties which may arise.
7. The Governing Body will determine if a nominated person from school is required on site when the premises are being used. If not, a responsible person must be on call.
8. A Letting Application / Indemnity Form must be completed by all applicants. A signed copy of the application form, if approved by the school, will be returned to the hirer. For long term lettings application forms will be reviewed on an annual basis.
9. No lettings will be approved giving the user exclusive possession (note: this is a legal requirement, not to be confused with a sole letting).
10. Any hirer that uses the school must be adequately insured (with a minimum of £5m public liability insurance) and insurance documents must be attached to the application.
11. All hirers must comply with health and safety legislation.
12. The hirer is responsible for following safer recruitment procedures including that DBS checks have been undertaken and other elements that may be relevant for working with children.
13. Arrangements for the payment of each letting will be made in advance with the hirer concerned.
14. Smoking is not allowed on the premises in line with school policy.
15. Alcoholic Drinks –  
An occasional licence must be obtained where appropriate. The Licensee is responsible for conduct of bar sales, etc.

No alcohol is to be stored or retained on the premises when pupils are in school.

Signed (Chair) .....

Date of next review: October 2024



## **Appendix** **Transfer of Control Information**

### **Introduction**

Moorside School is pleased to make its resources available for community use through engaging with external providers to offer a range of additional services and activities outside of the normal school day and curriculum. These arrangements can offer valuable opportunities for young people. The Governing Body aims to exercise best practice in respect of safeguarding arrangements for such services.

### **Actions Required by Governing Bodies**

The Governing Body is required to audit the safeguarding functions of the school on an annual basis via the governor with lead responsibility for safeguarding. It is requested that the appropriate governor and Head Teacher consider the safeguarding needs of children engaged in third party activities on the school site as part of their annual audit of safeguarding. The Schools' Safeguarding Team has developed a pro-forma to assist schools in this area (see below).

### **Services supervised or managed directly by the school staff (advice to schools)**

Where services are provided directly by the school then the school retains responsibility for safeguarding arrangements via their existing safeguarding policies. If the school intends to offer direct childcare they should contact Ofsted for advice about registration requirements for childcare providers.

### **Services provided by third parties on school sites (advice to schools)**

Written agreements setting out the respective responsibilities of the Governing Body and the provider should be in place. Where the school is simply providing the lease of a school building to an external provider, and the school plays no part in facilitating, promoting or arranging the activity the school should be explicit with parents and the provider that the safeguarding responsibility lies with the external provider. An example of such an arrangement would be a local scout group leasing the school sports hall after school hours. A template Transfer of Control Agreement exists for this purpose. Where schools are partners in the provision of the activity the school must take steps to ensure that appropriate safeguarding arrangements are in place. An example of such an arrangement would be an after school football club where the school sends letters home promoting the club and facilitates the handover of children to the club coaching staff.

The following checklist is intended to support schools in highlighting the safeguarding issues within such arrangements as well as promote awareness of best practice amongst such groups, and as such includes links to further resources for areas that may require development.

## Written Agreement of Safeguarding Responsibilities for a Third Party Provider using a School Site

Description	Yes/No – Evidence?
1. Does the provider have a Child Protection Policy in place with appropriate arrangements for sharing and reporting any safeguarding/welfare concerns and records to say that staff had read and understood the policy?	
2. Does the provider require it's staff/volunteers to have annual Safeguarding Training and receive regular updates? Is Prevent training undertaken?	
3. Can the provider evidence appropriate recruitment and vetting arrangements including DBS/CRB clearance that are consistent with Keeping Children Safe in Education 2023  Providers can seek advice and resources to enable them to comply in this area via the DFE	
4. Can the provider provide evidence that relevant staff have been checked under the Disqualification under the Child Care Act 2006 requirements?	
5. Can the provider evidence an appropriate arrangements/ risk assessment for the activity including, but not limited to, arrangements for - <ul style="list-style-type: none"> <li>• Gaining relevant background about any health conditions inc allergies</li> <li>• Contingency arrangements for a child who becomes ill or is not collected at the end of the session</li> <li>• Communication between provider and the school (access to mobile phone etc)</li> </ul>	
6. Does the provider have a Code of Conduct for its staff / volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work with Children and Young people (2022)	
7. Does the provider have a complaints procedure and management of allegations procedure?	
8. Is the provider affiliated to a local or national professional body?	
9. Does the provider have an appropriately trained First Aider?	
10. Does the provider have relevant insurance?	
11. Has it been made explicitly clear to parents and all stakeholders that the third party providers are responsible for the safeguarding of children in their care.	
12. It has been made explicitly clear to the provider that the school conforms to guidance from Keeping children safe in Education, September 2023 in view of reporting any concerns?	

Completed by ..... (Name) ..... (Provider)

Received by ..... (Name) ..... (School)

Date .....