

Lettings Policy

Twyford is a School:

- **Where we promote an enduring love of learning.**
- **Where each child is respected as an individual.**
- **Where we engender a clear appreciation of the traditional ethical and spiritual precepts of our Christian foundation.**
- **Where children feel safe and unconditionally valued.**
- **Where excellence is identified and where each child may extend themselves.**
- **Where staff are our most cherished resource.**
- **Where pupils engage with technology as a means of extending systematic enquiry.**
- **Where there is a partnership between staff, pupils, parents, and governors.**

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Abbreviations, Acronyms and Definitions

Abbreviation / Acronym	Definition
EYFS	Early Years Framework Setting
TPA	Twyford Parents Association
SLL	Small Lotteries License
SLT	Senior Leadership Team
TEN	Temporary Events Notice

This Policy is for the whole School, Early Years Foundation Stage and Boarding.

Contents

1. Document Purpose.....	3
2. Responsibility	3
3. Introduction.....	4
4. Definition of a Letting	4
5. Management and Administration of Lettings	4
6.The Administrative Process	5
7. Summary	5
8. Charges for Lettings	8
9. Monitoring and review of this policy	8
Appendix A – Terms & Conditions for the Hire of Twyford School and Orchard Close Boarding House.....	9
Appendix B	16

1. Document Purpose

The School recognises and acknowledges that there is a duty to provide facilities for use for both the public and commercial usage outside of normal hours of operation. The School shall be the final arbiter in allocation of facilities for use by hirers and shall determine the appropriate level of charges.

The School also recognises that this usage should be appropriate and be provided for under strictly monitored conditions.

This document seeks to establish the policy for the provision of the School and its facilities for letting to Hirers. It establishes the terms and conditions for that hire and sets out the allocation and charging arrangements.

This policy is applicable to the letting / hiring of school buildings and premises to third parties whether a charge is levied or not. The policy only applies to those groups or individuals who are the 'Hirer' or participants in the activities for which the facilities have been let.

The objective of this policy is to ensure that: -

- Appropriate liaison is in place between the school and the hirer
- Any licensing / regulatory requirements have been identified and associated responsibilities agreed
- Emergency and security issues have been adequately considered

2. Responsibility

All - Hirers and members of participating activities are expected to abide by all the terms and conditions of this policy.

Pupils – any pupils participating in these activities will abide by the terms set out by the 'Hirer'.

Visitors – Visitors to the School who are not participating are expected to abide by the terms of this Policy.

Vehicles – Any vehicles brought on to the premises for these activities are the responsibility of the owner. School minibuses are not available for hire.

3. Introduction

Twyford School regard the buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of the Governing Body is to support the School in providing the best possible education for its pupils, and any lettings of the premises to outside organisations will be considered with this in mind.

The School's delegated budget (which is provided for the education of its pupils) will not be used to subsidise any lettings by community or commercial organisations. A charge will be levied to meet the additional costs incurred by the School in respect of any lettings of the premises. As a minimum, the actual cost to the School of any use of the premises by an outside organisation must be reimbursed to the School's budget.

4. Definition of a Letting

A letting is defined for the purposes of this Policy as "a non-exclusive" licensed use of the School premises (buildings and grounds) by either a community group or commercial organisation. Where a member of staff requests to act as 'Hirer' whether for personal use (such as their own child's birthday party) or for commercial gain, the staff member will be subject to the same requirements as any other 'Hirer' as defined in this policy.

A letting must not interfere with the primary activity of the School, which is to provide a high standard of education for all its pupils.

Use of the premises for activities such as staff meetings, TPA meetings and events, Governing Body meetings and extra-curricular activities of pupils supervised by School staff, fall within the corporate life of the School. Costs arising from these uses are therefore a legitimate charge against the School's delegated budget. It is stressed that the letting is non-exclusive and that the School may enter and remain on the part of the premises that is subject to the letting at any time.

5. Management and Administration of Lettings

The Bursar delegates the responsibility of the management of the lettings to the Commercial Manager. Where appropriate, the Commercial Manager may delegate part of this responsibility to other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Headmaster or Bursar has any concern about why a particular request for letting is appropriate or not, they will consult the Chair of Governors who is empowered to determine the issue on behalf of the Governing Body.

6. The Administrative Process

Organisations seeking to hire School premises, non-residential, should make enquiries with the Commercial Manager, who will identify their requirements and clarify the facilities available. A lettings policy will be sent with Twyford School terms and conditions, for the hirer will email back to then confirm back that they have read, understood and will adhere to the letting policy.

For residentials a Hirers Agreement /Contract (see Appendix A) should be completed and signed at this stage. The School has the right to refuse an application, and no letting should be regarded as “booked” until approval has been given in writing and if relevant, the deposit paid. No public announcement of any activity or function taking place must be made by the organisation concerned, until the booking has been formally confirmed.

The due diligence process may take some time. We aim to adopt the mantra of “Never assume, check” so please don’t be put off by the questions we ask. The impact of lettings on site must be considered and what Estates and contractors planned work schedule will be. School *may* be required to check with the insurance broker to check the cover we have in place for lettings prior to approval and *always* for a new type of letting and if there are any adverse events during a hiring let School insurers know.

Once a letting has been approved, an email of confirmation will be sent to the hirer by the School. This includes even for free of charge lettings. For residential bookings a separate hirers agreement contract is sent setting out full details for the letting and enclosing a copy of the specific terms and conditions. If the School is being hired to run a holiday, Saturday or after-school club, the Compliance Officer will be informed by the Commercial Manager. The Commercial Manager will request the appropriate safeguarding certificates, public liability insurance and risk assessments from the Hirer which includes activities being undertaken, what practical arrangements are to be made by school. The School will send a suitable and sufficient risk assessment to the Hirer – the Hirer must give confirmation that the risk assessment has been read.

The residential letting should not take place until the signed agreement has been returned to the School.

All letting fees, which are received by the School, will be paid into the School’s individual bank account, in order to offset the costs of services, staffing etc. (which are funded from the School’s delegated budget).

Income and expenditure associated with lettings will be regularly monitored to ensure at least a “break even” situation is being achieved.

7. Summary

The Bursar and Commercial Manager are responsible for all matters concerning lettings. Facilities will only be let where they are not needed for school purposes.

The aim of the Lettings policy is twofold: to generate income for the education of pupils and to enable the provision of community facilities, which benefit pupils and their families.

No facility will be let to any person or organisation for a purpose, which in the opinion of the Bursar, is inconsistent with the aims and values of the School.

No letting will be subsidised from the resources provided for the education of the pupils. All hirers will be required to demonstrate to the satisfaction of the Headmaster or Bursar that they have adequate insurance to compensate the School for any damage they may cause.

Requests for lettings must be notified to the Commercial Manager with details of:

- Hirer's name
- Facilities and equipment required
- Nature of activity for which the letting is required
- Date(s), duration, and frequency
- Maximum number of/ type of participants
- Evidence of adequate Public Liability Insurance (a photocopy)
- Hirers Safeguarding Policy
- Hirer's Risk Assessment for activities/ event throughout letting
- Subsequently If licence is needed Hirer, inform school that applied for this
- Evidence Hirer has read and understood Twyford's Risk Assessment, Safeguarding policy, H&S policy and Contractors policy
- Evidence Hirer has read and understood Swimming Pool Normal Operating Procedures and Emergency Action Plan (if applicable)

At a later date when full details of the let are being discussed other information will be gathered.

The Commercial Manager will establish what the needs of the Hirer are and any specific licensing / regulatory requirements, which may include:

Public Entertainment Licence (the hirer to apply). This is required for the staging of a dance, disco, concert, or similar type of entertainment if the event is open to the public. A licence is not required if the event is only open to members of the organisation arranging it (e.g., TPA or School) and their guests.

Theatre Licence. This is required to produce dramatic performances (play, ballet or similar) where the public can attend (for the purposes of a Theatre Licence, parents are deemed to be members of the public)

Temporary Events Notice (TEN). This is required if the Hirer intends to sell alcohol (including where the cost of the alcoholic drink is included in the entry price for the event or with the cost of the food), provide regulated entertainment, or provide hot food or drink after 11pm or before 5am. A TEN can be used to authorise licensable activities at a premises provided that no more than 499 people will be on the premises at any one time during the event. For larger events, a premises licence would be

required. The hirer is to apply for a TEN or premises licence where required and is responsible for ensuring that this is displayed at the event.

Small Lotteries Licence. If the hirer intends to hold a raffle, tombola, sweepstake etc. as part of their event, they will be responsible for applying for an SLL and for displaying this at their event.

Electrical goods brought on site must show evidence of up-to-date PAT testing.

Security & Emergency Procedures: On arrival the Hirer will be briefed on the security policy and fire/emergency procedures of the school by the Commercial Manager.

Specific areas which will be clarified are:

- The prevention of unauthorised access, including out of normal hours use
- The location and maintenance of escape routes / emergency access and assembly points
- Specific restrictions on use of areas / rules of the school
- Knowledge of the evacuation route /fire panel and emergency lighting in boarding
- Access to the defibrillator
- Welfare facilities
- Accident and near miss procedures
- The requirement for the Hirer and occupants to vacate all buildings by 23:59 hours.

The Commercial Manager will ensure, in conjunction with the Estates Team:

- Relevant escape routes are unlocked and available for use
- The Hirer is familiar with the layout, fire arrangements and location of designated assembly points
- The Hirer is familiar with fire alarm call points, telephone locations and emergency contact numbers

Insurance Arrangements: The Commercial Manager will request details of insurance arrangements for the hirer and give these to the Bursar. The Bursar will decide whether the insurance policy is appropriate.

Safeguarding: The Commercial Manager will request details of the safeguarding training completed by the hirer's employees, if the School is being hired to run any holiday, Saturday or after-school club.

Lettings will be chargeable under one of two categories:

1. Cost recovery: this rate will apply to groups providing non-profit-making facilities to the Community including pupils and/or their families, which in the opinion of the Bursar are supporting of the aims and ethos of the School. A charge covering the full cost will be levied including energy, any additional cleaning, caretaking, an allowance for wear and tear, the use of school equipment and administration. Where these costs can be shared between groups hiring facilities simultaneously the charge may be reduced to a level where costs are recovered.

2. Income generating: this rate will apply to other lettings. In addition to recovering costs as above, lettings will be charged at such a rate as to generate income for the School.

Commercial Manager will calculate a schedule of costs for facilities and will report annually to the Bursar on the operation of the Lettings and Hire of School Policy, including the pattern of costs and income and any suggestions for amendment to this Policy.

Animals are not allowed on site at any time during the hire of Twyford School and Pre-Prep School without prior written permission by the Bursar or Headmaster.

8. Charges for Lettings

Twyford School is responsible for setting charges for the letting of the School premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking, and cleaning) – including “on-costs”
- Cost of administration
- Cost of “wear and tear”
- Cost of use of school equipment (if applicable)
- Profit element (if appropriate)

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, during the Spring term, by the Bursar for implementation from the beginning of the next academic year, with effect from 1st September of that year.

Current charges will be provided in advance of any letting being agreed.

9. Monitoring and review of this policy

The Commercial Manager shall be responsible for reviewing this policy on a regular basis to ensure that it meets legal requirements and reflects best practice. This policy will also be reviewed by the Compliance Officer and Bursar.

10. Appendix A - Terms & Conditions for the Hire of Twyford School and Orchard Close Boarding House

GENERIC TERMS AND CONDITIONS FOR THE HIRE OF TWYFORD SCHOOL AND PRE-PREP SCHOOL PREMISES

All Terms and Conditions set out below must be adhered to and may not be varied without our written agreement. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for all aspects of the letting and payment of all fees or other sums due in respect of the letting. Please note there will be specific terms and conditions, attached to the Hire Agreement Contract relevant to the context and requirement of each letting. All hirers will be advised of house rules to abide by.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background.

The Hire Agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School to them or of creating any tenancy between the School and the Hirer.

Persons have to undergo, a criminal record check via the Disclosure and Barring Service (DBS) or equivalent overseas check.

If a particular letting involves contact with the children, all personnel involved must have proof of ID, be checked against List 99 and have a current DBS check, in accordance with legislation and current DfE guidance.

If a letting is working with children aged 8 years and under, A disclosure under the Childcare Act 2006(DUCA) form must also be completed.

These checks must be made by prior arrangement with the HR Manager, with at least half a term’s notice in advance to ensure that the checks can be carried out in time.

Any adults working with the School’s pupils (for example, at an after-school sports club) must be qualified through a recognised, appropriate body.

Adult Residential Groups must have an identified leader on-site. Groups will be required to provide a list of the names of all the people in their group and be aware of vulnerable adults.’ Safeguarding and promoting the welfare of children’ will be included in the group briefing for all staff and participants shortly after arrival on Twyford School site.

Safeguarding and promoting welfare of all children

As part of Twyford School's Safeguarding Policy, we require all clubs and community users to provide details of their organisation's safeguarding policy, can confirm that all adults working with children have a current enhanced DBS Certificate, have had a children's barred list check, can provide ID and have completed a Disclosure under the Childcare Act 2006 (DUCA) form if they are working with children aged 8 and under. This information must be made available by the Commercial Manager to the School's HR Manager.

See Appendix B regarding all safeguarding responsibilities. The group hiring will be required to have an appointed 'Designated Safeguarding Lead' on site and to have taken appropriate steps to inform parents and children about how to raise any concerns they may have with their DSL. The Commercial Manager will meet with the group's 'DSL' when the group arrives to confirm that all necessary measures are in place for safeguarding and promoting the welfare of children. The Providers lead and/or DSL should be aware of: children or adults with protected characteristics, are part of the care system and those with allergies. All hirers staff present, or in a position of responsibility at Twyford or venue to have completed basic health and safety training, relevant to children, within the last year. This is in addition to basic safeguarding training. Further, the Hirer is required to conduct regular performance reviews to check the suitability and training requirements of staff and volunteers. This includes the regular review of staff performance and suitability of staff after appointment. Hirers must have in place a complaints procedure that includes provision for children, young people, and families to raise a safeguarding concern, together with a whistleblowing policy so that staff can raise concerns about the maltreatment of any children, and a staff behaviour policy. Allegations against staff hiring the school facilities must follow the hirers' own safeguarding policies which may involve a referral to the LADO.

Risk Assessments

The Commercial Manager will request the relevant risk assessments from the Hirer. The School will send a risk assessment to the Hirer – the Hirer must send written confirmation that the risk assessment has been read. The Hirer has to review and update its risk assessments relevant to the activity annually (or earlier if the circumstances or public health advice changes) and put in place active arrangements to monitor whether the controls for managing risks are effective and working as planned. The Hirer should also have in place a fire safety and evacuation plan, as well as an emergency plan to respond effectively to an emergency at the Venue.

General

No failure or delay by us in exercising any of our rights under this contract shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. This Contract shall be governed by the laws of England.

Statutory Legislation

Twyford School and Pre-Prep School & Nursery is subject to statutory regulations, without limitation, liquor licensing, Fire Regulations, Health, Safety and Environment. Clients and their guests and any associated third parties must therefore comply with these requirements as may be directed and enforced by Twyford School and Pre-prep School & Nursery. Any equipment brought to Twyford School and Pre-prep School premises by you, guests or third-party contractors, will be held to comply with all statutory requirements including Health & Safety regulations and to provide liability insurance, commensurate with the risks involved.

Priority of Use

The Headmaster or Bursar will resolve conflicting requests for the use of the premises with priority at all times being given to School functions. Dates are confirmed. However, there may be days when these facilities are not available due to a “last minute” School function and in the event of this happening the Bursar’s Office will give you at least two weeks’ notice.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given.

Behaviour

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.

Public Safety

Prior to the event, the Hirer will be made aware of all Health and Safety and Security issues through training / induction. The Hirer will then be responsible for dissemination of this training / information to all supervisors of the event or letting.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety) and for keeping clear all gangways, passages and exits.

The Hirer should be aware that there is no provision for spectator facilities and within the agreement there should be no spectators allowed, unless there is competition under the regulations of a sporting or other body. In this situation, liability for any risk or harm to spectators will lie with the Hirer.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, (including the receiving and dismissal pupils/participants) and – where applicable – the Hirer must adhere to the correct adult / pupil ratios at all times.

The Hirer should be aware of the Fire Safety Policy and emergency evacuation procedures. Any agent acting on behalf of the hirer should be aware of all applicable public safety and security policies.

The Hirer must always ensure that Emergency services should be able to access the site.

Own Risk

It is the Hirer’s responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The School has arranged appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. A pro-rata cost of the insurance premium has been included in the hire charge. Any damage, or loss, not covered by public liability insurance will be charged to the hirer.

Lettings for commercial entertainment purposes will be subject to the hirer having suitable public liability insurance (evidence of which should be presented to School before the hiring).

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the school fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

School Equipment

This can only be used if requested on the initial application form, and if its use is approved by the School. Appropriately qualified adults must supervise the use of any equipment, which is issued and ensure its safe return.

The Hirer is liable for any damage, loss, or theft of school equipment they are using, and for the equipment's safe and appropriate use.

Lighting

Hirers intending to use the floodlights on the AstroTurf **MUST** consult the Commercial Manager before hiring the facility. The School has the overriding decision regarding the use of lighting. The Hirer must comply with all the byelaws and statutory requirements relating to the School or purpose of hire.

Grounds

No markings may be made on the grass of the school playing fields or hard areas (e.g., car parks or playgrounds) without prior permission.

Key holding

Should a key be required to enter the buildings a £50 refundable deposit per key will be required. A code is also required for entry through the security gates. The key is available from the Commercial Manager in advance of the event and must be returned within 7 days of the end of the hire period. The buildings used and the security gate must all be locked on completion of the booking. Please contact the Commercial Manager 48 hours prior to your booking to arrange entry into school outside of school hours.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the school site **MUST** comply with the Schools code of practice for portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected by the School. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.

Toilet Facilities

Access to appropriate toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the School's resources is not available apart from the defibrillator which is located beside the ladies' toilets in the Sports Hall. The Commercial Manager will show the Hirer the location of the defibrillator prior to hiring the facilities. Where the activity involves children under 5 years of age, the Hirer is also required to have paediatric first aid training where children, unless it is exempt from registration with Ofsted.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the School, in line with current food hygiene regulations. The Commercial Manager and the Hirer will discuss areas where food and drink can be consumed prior to hiring the facilities.

Litter

All litter must be placed in the bins provided. Any large quantities of rubbish (i.e., more than 1 bin liner's worth) must be removed from the School premises and correctly disposed of by the Hirer.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises, unless under the direct supervision of the licensee or a senior member of staff.

Noise Levels

Hirers intending to play music shall consult the Commercial Manager about appropriate noise levels and noise management before hiring the facility. When music is played, the Hirer shall be responsible for keeping the sound volume to a reasonable level which does not affect the school users or the local community.

Use of Illegal drugs

Illegal drugs and so called "legal highs" must not be brought onto and/or consumed on the premises. The Police will be notified, and all future hire requests denied.

Gaming

No gaming is allowed in the School, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain.

Smoking

The whole of the School premises is a non-smoking area, and smoking is not permitted. This includes the car park areas. Please ensure all your guests are aware of this condition.

Heels and Shoes

Appropriate footwear should be worn for all indoor sporting activities. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify Twyford School against all sums of money which Twyford School may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Animals

Animals are not allowed on site at any time during the hire of Twyford School and Pre-prep School without prior written permission by the Bursar or Headmaster.

Charges

Hire charges are reviewed annually and the current charges are set out in the Booking Agreement Form.

Payment of Charges

Invoices will be issued in advance of an event and all payment terms must be adhered to. In the event of late payment, Twyford School shall be entitled to charge interest on a daily basis at 8% above base rate (Bank of England).

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Bursar on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

Should you cancel your booking within 7 days of the start date of your booking, there will be a 100% cancellation fee. If your booking is cancelled between 27 days and 8 days before the booking a 50% cancellation fee will incur.

Termination

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate the Contract by giving notice in writing to you or your representatives.

Security and Cleaning of Facilities

The School will hire and pay for a person to be responsible for the security of the premises before, during and after the hire. This cost will be included in the charge for the letting. It is the hirer's responsibility to clean the premises after its use. If the premises is not cleaned to the School's satisfaction the hirer will be charged a cleaning fee.

Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Headmaster or the Bursar.

The Hirer will only have rights of access to those parts of the building described in the letting's agreement. Any unauthorised access to other parts of the building will be deemed a breach to security and dealt with accordingly.

Right of Access

The School reserves right of access to the premises during any letting. The Headmaster, Bursar or authorised members of the School Staff may monitor activities from time to time.

Conclusion of the Letting

You will be responsible for ensuring the venue is left in the same condition as prior to the booking. Any damage to the venue will result in a charge to remedy the damage. Twyford School accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you or your guests. **The use of Twyford School's facilities are restricted to the facility booked and when on site external parties must be restricted to the areas hired by the hirer.**

The school will provide the Hirer with a feedback form which will include information on the complaint's procedure.

Vacation of Premises

The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Emergency Evacuation

All Hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All hirers should ensure that any other responsible adults are made equally aware of these.

In the event of an emergency evacuation the Hirer will be responsible for the evacuation of, and accounting for, all members and staff of the group involved. They should follow the usual emergency evacuation procedures and meet at the designated assembly points. The incident will be managed by the member of School staff on duty and the Hirer should follow the instructions of the incident manager.

Following an emergency evacuation, there should not be a return to the building until an "all clear" has been given by the incident manager. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

Data Protection Privacy Notice

Our address is Twyford School, Twyford, Winchester SO21 1NW

Our processes, purpose, and legal basis for collecting your personal data on the Facilities Booking Agreement are (where C=Consent, X=Contract, S=Statutory, V=Vital Interests, L=Legitimate Interests)

To produce hirer records and contact information (X, L)

For the purposes of safeguarding (L)

The Hirer must have in place a GDPR-compliant registration form for children in its care, including essential contact information and medical details, which is relevant where it has five or more members of staff.

The data will be stored for 7 years from the contract date. After which it will be destroyed.

Twyford School provides you with rights to access, rectify and erasure of your personal data; and to restrict or object to processing, and to make your data portable. You have the right to lodge a complaint with a supervisory authority (e.g., ICO).

11. Appendix B

Safeguarding Responsibilities for those Letting or Hiring any part of Twyford School Facilities **Contents**

[CHILD SAFEGUARDING CONFIRMATION FORM](#)

Introduction

Background

Twyford School is a co-educational day and flexi boarding school for over 400 pupils aged 2 -13. Twyford School supplies facilities and associated services to organisations or individuals on a commercial hire basis during both school term-times and holiday periods. Groups may be residential or non-residential and may be adult only or a mixture of adults and children.

Twyford's Charitable Objects

To advance education by the provision in the United Kingdom of a day and/or boarding school or schools for boys and girls and by ancillary or incidental educational activities and other associated activities for the benefit of the community.

Definitions

Children are under 18 years of age.

Safeguarding and promoting the welfare of children is defined as:

- Protecting children from maltreatment (abuse and neglect).
- Identifying children who give cause for 'concern' and taking steps to support them.
- Protecting children from radicalisation.
- Being alert to the vulnerability of those with disabilities and special educational needs.
- Preventing impairment of children's health or development.
- Ensuring children are growing in circumstances consistent with the provision of effective care.

- Undertaking that role so as to enable those children to have optimum life chances and to enter adulthood successfully.

Child protection is part of safeguarding and promoting welfare. This refers to the activity that is undertaken to protect specific children who are suffering, or at risk of suffering, significant harm.

Harm is defined as ill treatment, impairment of health, or impairment of physical, emotional, intellectual, social or behavioural development.

Duty to Safeguard and Promote the Welfare of Children

Groups bringing children to use the school's facilities have a legal and moral duty to safeguard and promote the welfare of those children. Twyford School recommend that hirers adhere to the standards stated by the Department of Education "National Minimum Standards for Boarding Schools" (Updated September 2022) –

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/180948/DFE-00126-2012.pdf and **After-school clubs, community activities, and tuition Safeguarding guidance for providers' September 2023**

Twyford Policy Statement

Twyford School is fully committed to safeguarding and promoting the welfare of all children who use the school's facilities. It is an important priority for the Trustees and Senior Leadership Team (SLT) to fulfil this commitment and to meet both legal and moral responsibilities. Twyford School will comply with relevant statutory guidance and will aim to encourage other good practice to safeguard and promote the welfare of children.

During all instances where another organisation is responsible for the children, such as when the premises are let during the school holidays, the hiring organisation is responsible for the welfare of children in their care, rather than Twyford School. The SLT and staff of Twyford School will encourage good child welfare practices to these organisations.

General Principles

The Trustees and SLT of Twyford School want to ensure that all children using the school's facilities will be respected, valued, and protected, and that every effort will be made to promote their welfare and enjoyment. Twyford School aims to maintain a culture which encourages discussion and awareness of child welfare and does not shy away from confronting the issues when they arise. Conduct and qualities including honesty, kindness, responsibility, friendship and respect will be actively reinforced, as will these principles:

The individual's welfare is paramount.

- Everyone has the right to protection from abuse, whatever their age, culture, disability, gender, language or racial origins.
- All suspicions and allegations of abuse will be taken seriously and responded to swiftly and appropriately.

Twyford School aims to develop child centred policies and procedures and will work in partnership with agencies qualified to address the issues e.g., social services, the police, or the NSPCC. We recognise the

UK General data Protection regulation to process personal information fairly and lawfully and to keep the information we hold safe and secure. The DfE Data protection guidance for schools, helps staff and governors understand how to comply with data protection law, develop data policies and processes, know what staff and pupil data to keep and follow good practices for preventing personal data breaches

Responsibilities

The school has effective safeguarding /child protection policies and procedures to support the delivery of robust whole school approaches.

All Twyford staff are responsible for safeguarding and always promoting the welfare of children, whether they are directly or indirectly involved with children. This includes being vigilant for the signs of potential abuse and acting swiftly to address any situation in which the well-being of a child could be adversely affected.

Individual Responsibilities within Twyford School Staff

Mr Tom Parsons is the Designated Safeguarding Lead and has responsibility for:

- Implementing the school's policy and associated procedures for child welfare/safeguarding.
- Monitoring the general operation of the procedures.
- Overseeing relevant child protection and other safeguarding training for Twyford staff.
- Supporting Twyford School Staff in responding to concerns raised by staff, parents, children or other users of the college facilities.
- Liaising with the Headmaster regarding such suspicions or allegations about adults.

The Compliance Officer (Judith Ramshaw) will be making monitoring checks with the Commercial Manager to ensure all aspects of the safeguarding process are implemented.

Please note all hirers line managers are responsible for carrying out reasonable supervision of their own staff.

Responsibilities of Hirers

Hirers will be expected to support the efforts of Twyford School to safeguard and promote the welfare of all children.

Groups with children using the school's facilities will have responsibility for safeguarding and promoting the welfare of the children within their group and will be expected to have appropriate policies and procedures in place to carry out that responsibility. These must include procedures for:

- I. Identifying and dealing with immediate or potential instances of child abuse.
- II. Identifying children who give cause for 'concern' and taking steps to support them.
- III. Identifying immediate, or potential, children vulnerable to radicalisation.
- IV. Safeguarding and being alert to the special vulnerability of the disabled and those with special educational needs.
- V. Identifying and dealing with sexual abuse, including children sexually abusing other children.

- VI. Inducting pupils under their care adequately, ensuring that they understand who to turn to for support.
- VII. Provide a facility to safeguard student/child possessions whilst resident at Twyford School.
- VIII. Provide a social programme suitable for the age of the pupils and nature of the hiring.
- IX. Provide adequate staffing and supervision to at least the standards as dictated by the British Council (groups without British Council accreditation are still expected to adhere to these standards)
- X. Adequate missing child action plan with clearly defined responsibility.
- XI. Provide suitable policies to promote good behaviour by pupils to include:
 - Anti- bullying procedures
 - Disciplinary sanctions
 - Camp /residential expectations and providers rules
 - Arrangements for searching pupils and possessions
- XII. Whistleblowing – hirers must have procedures in place on how to make disclosures to the relevant person.

Hirers should also keep Twyford School informed of any child protection concerns or safety incidents.

General Twyford Procedures

The school has effective safeguarding policies and procedures to support the delivery of robust whole school approaches. See Twyford School Safeguarding and Child Protection Policy.

School carefully consider legal duties placed in relation to safeguarding and promoting the welfare of children, in supporting pupils with regards to particular protected characteristics-including disability, sex, sexual orientation, gender reassignment and race.

Recruitment, selection and induction follows safer recruitment practice including due diligence to include satisfactory clearance by the Disclosure and Barring Service (DBS) to help prevent child abusers or those with intent to radicalise having access to children.

Twyford School will maintain high standards of Health and Safety management and will comply with Health and Safety legislation to ensure that the school's facilities are safe and healthy environments for children's activities.

Training

The Designated Safeguarding Lead (DSL) will provide all staff with general training on safeguarding and promoting the welfare of children. This training will include:

- A statement about the importance of child protection.
- Forms of abuse and signs of abuse to look out for.
- What to do if they are suspicious about the possibility of abuse.
- Identifying children vulnerable to radicalisation
- What to do if a child discloses something that sounds like child abuse.

- How to look after oneself following such a disclosure.
- Twyford's policy and associated procedures.
- Guidance on safe working practices.

Professional curiosity is essential in promoting a vigilant culture.

Staff Presence

Other than for children's activities directly operated by Twyford School, external hirers will be expected to provide sufficient suitable adults to supervise the children within their group.

Security of the Boarding Houses

All non-residential groups are informed that they must not attempt to access the boarding houses at any time. All house access doors are also secured by means of keypads or alarms.

People wishing to view the boarding houses, e.g., prospective parent, potential clients, will be always guided and escorted by the Registrar or Commercial Manager. Contact will be made with the Boarding Housemaster or Matron before the tour of the house starts and appropriate steps will be taken to ensure that pupils/children are not in a room to be viewed. Whenever possible, such tours will be scheduled for lesson or activity times when most pupils/children will not be in their houses.

Information and Public Awareness

This document provides all commercial hirers of the facilities with information about Twyford School's policy and procedures for safeguarding and promoting the welfare of children.

Notices will also be prominently displayed within the boarding houses and other facilities to be used by groups. The notices are intended to give parents, children and other users information about what we do and what they can expect from us. It will also let parents, children and other users know how to voice any concerns they may have.

Photographic and Video Images

Twyford School's policy is to endeavour to ensure that, as far as is reasonably practicable, all children who use the school facilities through commercial arrangements with Twyford School are protected from being exposed to potential abuse via the inappropriate taking and transmission of photographic images. Groups involving children will be expected to demonstrate that they have suitable procedures in place regarding the taking of photographic and video images.

If Twyford School plans to use images of children for promotional purposes, the following procedures will be applied:

- Individual children in a photograph will not be named.
- Parental permission will be sought to take and use the image.

Online Safety

Twyford School have some filtering and monitoring systems in place to help protect children from harmful and inappropriate material.

Hirers should be aware that children may have unlimited and unrestricted internet access via 3G & 4G and should carefully consider these risks and how these are managed.

Specific Procedures for Particular Groups

Residential Groups or Day Activities Including Children

Prior to commencement of the residential or letting for day activities, the organiser will be required to demonstrate that they have suitable policies and procedures in place for safeguarding and promoting the welfare of children in their group. Copies of relevant documents must be provided to the Commercial Manager for review and retention. Groups will be required to provide a list of the names of all their adult staff/volunteers, plus written assurance that they have completed suitable checks on all their staff/volunteers e.g., DBS checks. Groups are also expected to have delivered appropriate safeguarding training to their staff and volunteers.

The group will be required to have an appointed 'Designated Safeguarding Lead' on site and to have taken appropriate steps to inform parents and children about how to raise any concerns they may have with their DSL. The Commercial Manager will meet with the group's 'DSL' when the group arrives to confirm that all necessary measures are in place for safeguarding and promoting the welfare of children. This includes the regular review of staff performance and suitability of staff after appointment. Allegations against staff hiring the school facilities must follow the hirers' own safeguarding policies which may involve a referral to the LADO.

'Safeguarding and promoting the welfare of children' will be included in the group briefing for all staff and participants shortly after arrival.

Adult Residential Groups

The group must have an identified leader on-site. Groups will be required to provide a list of the names of all the people in their group.

'Safeguarding and promoting the welfare of children' will be included in the group briefing for all staff and participants shortly after arrival.

Weddings, non -residential activities and other Entertainment Functions

Twyford School is only able to book small entertainment functions during the school holidays. Members of the Lettings and Events team will help monitor the group and will be alert to any potential child welfare issues.

If there are residential groups with children on site at the same time as the function, the Estates team will be consulted to plan how to ensure a reasonable separation of the function and those children.

Meetings, Conferences, Training and Team-building Events

Commercial users who will be on-site during the school term-time should not attempt to interact with school pupils.

The following procedures will also apply:

- The organiser will be required to provide a list of delegates in advance.
- Delegates will be signed in and issued with a visitor's badge, either at School reception or at the meeting room. A member of the Lettings and Events team will supervise arrivals.
- A briefing will be given to delegates at the start of the event regarding safeguarding and promoting the welfare of children, specifying which facilities and/or areas of school are available and other H&S matters.

Pitch Hire by Groups Including Children

Commercial users who will be on-site during the school term-time should not attempt to interact with school pupils.

The organiser will be required to demonstrate that they have suitable policies and procedures in place for safeguarding and promoting the welfare of children. Copies of relevant documents must be provided to the Commercial Manager for review and retention. Groups will be required to provide a list of the names of all their adult staff/volunteers plus written assurance that they have completed suitable checks on all their staff/volunteers e.g., DBS checks. Groups are also expected to have delivered appropriate training to their staff/volunteers, including a 'Code of Conduct for Coaches' that is relevant to their sport.

The group will be required to have an appointed 'DSL' and to have taken appropriate steps to inform parents and children about how to raise any concerns they may have. The Commercial Manager will contact the organiser, or the Hiring's group 'DSL' or Tour Leader to confirm that all necessary measures are in place for safeguarding and promoting the welfare of children, prior to the use of Twyford School facilities.

Pitch Hire by Adult Groups

Commercial users who will be on-site during the school term-time should not attempt to interact with school pupils.

The group must have an identified leader on-site for all session. Groups will be required to provide, to the Commercial Manager, a list of the names of all the people in their group and to update this regularly.

Responding to Alleged or Suspected Incidents of Child Abuse/Harm/Exploitation

It is the responsibility of all Twyford staff, group staff/volunteers and other adults to respond to any potential signs of child abuse, which could follow from:

- Observing an incident.
- Observing physical or behavioural indicators that cause concern.
- A child reporting that something has happened.
- Someone else (adult/child) reporting their concerns.

Observing an Incident

If a child is suffering significant harm or is clearly in imminent danger of suffering significant harm, Twyford staff, hirers group staff/volunteers and other adults must intervene immediately to stop or prevent such harm. Action must be taken to ensure that the child does not remain in danger of significant harm, for instance by ensuring that the child is separated from the person actually or potentially causing the harm and by placing them in the care of an appropriate adult e.g, group leader,

parent or member of the Twyford leadership team. Medical attention should also be arranged if necessary.

Any adult alleged to have caused or threatened significant harm to a child will not be permitted access to the school site while the matter is being investigated by the appropriate bodies. For a member of Twyford staff, this will mean immediate suspension pending the outcome of the investigation.

Observing Indicators That Cause Concern

Twyford School and group staff/volunteers are expected to be vigilant to potential indicators of child abuse and to act if they see something that causes them concern. Twyford staff will relay their concerns about a child to the group leader or the group 'Child Protection Officer' and pass a record of the conversation to the Designated Safeguarding Lead.

Being Informed About Potential Abuse by the Child Concerned or another Child or Adult

If such a disclosure is made to a member of the Twyford staff by the child who is potentially being abused, or if the child concerned is on site, that member of staff will take immediate action to ensure the child can be comforted and safeguarded in an appropriate manner.

Detailed notes of the disclosure by the child/adult will be made straight away and the notes will be passed to the group leader, or the group 'Designated Safeguarding Lead'.

When the Designated Safeguarding Lead (or Deputy Lead) have relayed a concern or disclosure to a group leader or a group 'DSL', they will follow up on a timely basis to satisfy themselves that appropriate action has been taken by the group to deal with what has been relayed. If they remain uncertain or dissatisfied with the adequacy of the response, they will contact the appropriate authorities for further advice. The response by the group and any subsequent actions by the Commercial Manager or Compliance Officer will be documented.

This document will be available on our website for the review of parents, guardians and hiring groups.

Key Organisations to Contact in the Event of Suspected Abuse or for Advice

Hampshire Direct line 01329 225379

LADO Adult referrals 01962 876364

Hampshire Safeguarding Children Partnership, Child Protection – Tel 01962 876355

NSPCC Helpline – Tel 0808 800 500