

Third Party Hire, Safeguarding & Child Protection Policy

Name of Policy	Third Party Hire, Safeguarding & Child Protection Policy
Reviewed by	Oliver Watkins
Date of last review	May 2025
Date of next review	May 2026

1. Introduction

Alleyn's School is committed to safeguarding and promoting the welfare of children and young people, and expects all staff, volunteers, and users of its facilities to share this commitment. Where the school hires out or otherwise permits the use of its facilities to external organisations or individuals, it will ensure that appropriate safeguarding arrangements are in place to protect children and other users.

Any organisation intending to hire the school's facilities must provide written assurance that it has suitable safeguarding policies and procedures in place, along with clear arrangements for liaising with the school on safeguarding matters.

This policy sets out the safeguarding requirements that must be met by all third parties (referred to in this policy as 'the hirer') before any hire can commence.

For the purposes of this policy, the term 'staff and volunteers' include anyone engaged by the hirer to deliver services or activities on the school site, whether employed, self-employed, supplied by a third party (e.g., agency staff), or working in a voluntary or unpaid capacity. The hirer is responsible for ensuring that safeguarding checks and ongoing oversight are applied consistently to all such individuals, regardless of their contractual arrangements.

For the purposes of this policy, a child is defined as anyone under the age of 18. However, this definition also extends to cover pupils—at Alleyn's or any other school— who are 18 or over and still in school-based education.

2. Safeguarding Legislation

Alleyn's School expects all hirers to give due regard to the following statutory guidance:

- Working Together to Safeguard Children (updated 2024) <u>Link</u>
- Keeping Children Safe in Education (KCSIE) 2024, or as updated <u>link</u>

Hirers working with children are also expected to follow the Department for Education's guidance:

After-school clubs, community activities, and tuition: Safeguarding guidance for providers (2023) - Link

Where hirers are working with adults who may be vulnerable or at risk, the school expects compliance with *The Care Act 2014* and its accompanying guidance (June 2023), along with the principles set out in the *Mental Capacity Act 2005*.

3. Safeguarding Requirements for Third Parties Hiring the School's Facilities

It is a condition of hire that at least ten working days prior to the start of the hire, the hirer provides the school with:

a) A copy of the hirer's own Safeguarding Policy.

The policy must include as a minimum:

- The name and full contact details of the Designated Safeguarding Lead (DSL) or Welfare Officer
- Contact details for Children's Social Care
- Contact details for the Local Authority Designated Officer
- Details of reporting arrangements for safeguarding concerns about a child
- Details of reporting arrangements for any allegations or concerns relating to the conduct of staff or volunteers
- Arrangements for the care of children or adults about whom there are already safeguarding concerns.

The policy must be known and understood by staff and volunteers and also made available to the parents/carers of children attending. It must be reviewed at least annually.

- b) A copy of the hirer's Staff Code of Conduct, which includes online conduct.
- c) A risk assessment that is suitable for all the activities to be carried out. Risk assessments must be reviewed and updated annually, or earlier if the activities change, circumstances in the school change or public health advice changes. Active arrangements must be in place to monitor whether controls for managing risks are effective and working as planned.
- d) Written verification that at least one member of staff will have first aid training and, in addition, whenever children aged 5 and under are attending verification a member of staff with specific paediatric first aid training will be present.
- e) Written verification that all staff and volunteers who will be present at the activity have completed appropriate Safeguarding Training relevant to children or adults (or both depending on the activity) and that this training is regularly updated. All staff should receive regular Safeguarding and Child Protection updates as required and at least annually. All staff should ensure that they understand and will comply with the requirements set out in Part One of the most current version of KCSIE.
- f) Written confirmation that the hirer has a register for all children attending activities, which includes essential contact information and medical details.
- g) Written confirmation that the following checks have been completed on each member of staff and volunteers involved in the activity in line with the standards set out in After-school clubs, community activities, and tuition: Safeguarding guidance for providers (DfE, 2023). No individual may begin work on site until these checks have been completed.
 - An enhanced disclosure from the Disclosure and Barring Service (DBS) which contains Children's Barred List information for individuals working with children and Vulnerable Adults Barred List information for those working with vulnerable adults. This check must be dated within the last three years, or in line with the timeframe specified by the relevant national governing body or Government guidance for the activity (whichever is shorter). The hirer must have seen and verified the original certificate at the time it was issued.
 - References must be obtained and fully reviewed. Any concerns or discrepancies must be followed up directly
 with the referee.
 - The individual's identity.

- The individual's right to work in the UK.
- For those staff working or volunteering with children aged 8 and under, confirmation that they have not been Disqualified from Childcare.
- If relevant to the role, prohibition from Teaching.

Where a DBS certificate contains an entry of any kind, the original certificate must be presented to the school in advance, and the individual must not attend the school site until the school has reviewed the certificate and confirmed in writing that the individual is permitted to do so.

The hirer must also ensure that the school is immediately notified if any member of staff or volunteer associated with the hire:

- Later becomes barred from working with children, adults, or disqualified under the Childcare Act 2006.
- Becomes the subject of a referral to the DBS or any regulatory body.
- Is released under investigation, arrested, charged, cautioned, or convicted of any criminal offence.
- Becomes the subject of a formal Child Protection investigation.
- Any circumstances arise that may reasonably be considered to pose a safeguarding risk to children or adults.
- There is any change in the circumstances that affects an individual's right to work in the UK.

h) Written confirmation that all staff and volunteers will be subject to regular supervision and performance monitoring to ensure their ongoing suitability. This includes ensuring that safeguarding checks remain valid and taking steps to reassess suitability when necessary.

Where a member of staff or volunteer has had a break in service of more than three months, or a period of unexplained absence, the hirer must carry out a formal reassessment of their suitability before they return to duties involving children or vulnerable adults. Where reassessment is required, the process must include:

- A renewed self-declaration regarding any criminal matters, safeguarding concerns, or changes in personal circumstances
- A renewed DBS check as per point 3.g.
- A review of the individual's previous conduct and performance within the organisation
- · Additional referencing, where relevant

4. Staff Records and Spot Checks

The hirer must maintain a complete and up-to-date list of all staff and volunteers who will be present on site as part of the hire. This list must include full names and roles and must be submitted to the school in advance. The hirer must update the list promptly if there are any changes, and no individual may attend the school site unless their details have been provided to the school in advance.

The school reserves the right to carry out spot checks during or after the hire period to confirm which staff or volunteers were present on site. Where requested, the school may ask the hirer to provide evidence that safeguarding and vetting checks have been completed, that the original DBS certificate was seen and verified by the hirer, and that the necessary records are in place (as per points 3.g. and 3.h. above).

Failure to maintain accurate staff records or to provide assurance when requested will be treated as a breach of the safeguarding requirements and may result in termination of the hire agreement.

5. Conduct of Staff and Volunteers

The hirer must agree to ensure that each member of staff or volunteer will conduct themselves in a professional way and will comply with the hirer's Staff Code of Conduct as well as any reasonable code of conduct or instruction in relation to safeguarding issued from time to time by the school in relation to the hiring of the facilities.

The hirer will liaise with the school's Designated Safeguarding Lead (DSL) or Deputy Designated Safeguarding Lead (DDSL) in relation to any safeguarding matters which may arise throughout the period of hire.

Any concerns whatsoever about the conduct or behaviour of staff or volunteers under this Hire Agreement which relate to the safety and wellbeing of children or vulnerable adults must be notified to the school's DSL or DDSL within 24 hours. Referrals to the Local Authority Designated Officer (LADO) for children and if appropriate the police or other applicable body will be made by the DSL in accordance with the school's own Safeguarding Policy.

The hirer agrees to comply with any subsequent instruction in relation to safeguarding received from the school or from any external agencies.

If the school determines that any member of staff or volunteer related to the Hire Agreement is unsuitable to attend the school premises for any reason, the school may exclude that person from the school premises and bar their future attendance.

Individuals who are not staff or volunteers must not have unsupervised access to children or vulnerable adults nor be allowed onto the school site unless they are a parent or carer.

6. Online Conduct

All adults and volunteers must conduct themselves online in a professional manner. This includes:

- Not engaging with children on social media.
- Not inviting pupils from the school or any other children onto the adult's own personal social media or requesting or offering personal contact details.
- Not taking photographs of children unless this forms part of the activity and parents have provided consent.
- Not live-streaming activities without parental consent.
- Not engaging in any online activity which could be viewed as grooming or sexually explicit behaviour with children or adults who may be vulnerable or at risk.
- Not engaging in any online activity that could be viewed as bullying or failing to report instances of online child-on-child abuse.

7. Equality

Any hirer must comply with the requirements of the Equality Act (2010) and ensure they do not discriminate on the grounds of any protected characteristic.

8. The Prevent Duty

It is a condition of the Hire Agreement that hirers and those attending as part of any activity:

- Do not organise or take part in any activities or presentations that incite hatred, violence, or break the law.
- Do nothing to encourage, glorify or promote any acts of terrorism or promote extremist views including
 individuals, groups or organisations that support such acts.
- Do nothing to spread hatred and intolerance of any minority group(s).
- Do not promote hatred towards other people or groups based on their belief, opinion, or background
- Do not raise or gather funds for any external organisation or cause.

Any concerns relating to Prevent should be raised with the school's Designated Safeguarding Lead (DSL).

9. Supervision, Staffing and Facility Arrangements

Staffing requirements for each activity will be agreed as part of the hire agreement. These must ensure the safety and wellbeing of all participants and include, but are not limited to:

- A sufficient number of appropriately qualified staff to deliver the activity safely
- An adequate number of staff with relevant first aid qualifications
- Clear arrangements for how staff will use the facilities, including appropriate access to bathrooms and changing areas, with separate facilities provided where necessary

10. Fire Safety

The hirer must have their own fire safety and evacuation plan in place.

A briefing must be arranged with school staff, so the hirer is familiar with how to operate the school fire panels, how to sound the fire alarm and the planned fire escape routes for the facilities that are to be used in order to reach the designated Fire Assembly Point (FAP).

Hirers must ensure that the school premises are appropriately staffed at all times by a responsible person who is aware of all of the fire exits in the facilities that are to be used, and who is fully aware of the fire procedures.

11. Compliance

The hirer must comply with any instructions received from the school regarding any safeguarding or health and safety requirements.

12. Complaints

The hirer must have a Complaints Procedure which includes provision for children, young people, and families to raise any concerns, together with a Whistleblowing Policy so that staff and volunteers may raise any concerns they feel unable to report in any other way.

13. Breach

Any breach of the safeguarding requirements highlighted in this document will be considered to be a material breach of the hire agreement and will result in immediate termination.

14. Safeguarding Contacts at Alleyn's School

Any concerns about children or about the conduct of staff or volunteers, including all allegations of abuse or neglect involving children or vulnerable adults must be reported to the school's Designated Safeguarding Lead (DSL) or a Deputy DSL within 24 hours.

Following any report to the DSL, the school's own Safeguarding Policy and procedures will be followed. Cases will be referred to Children's Services, the Local Authority Designated Officer (LADO), the Police or other relevant authorities as required.

- Email: Safeguarding@alleyns.org.uk
- Mel Joel, Assistant Head, Safeguarding and Designated Safeguarding Lead (DSL) Whole school: 0208
 557 1487
- Oliver Watkins, Co-Commercial Director, Deputy Designated Safeguarding Lead (DDSL) External Activities: 020 8557 1557