



Holy Trinity CE(A) Primary School School Clubs Policy and Procedures

Introduction

Holy Trinity CE(A) Primary School has always run a variety of after school clubs. We expect such activities will develop self-esteem, enjoyment and a sense of achievement in our pupils.

Purpose

This policy identifies all aspects of the extended school provision. It lays out a core set of principles and procedures that underpin all the school offers in terms of home based and commercially sourced provision so as to protect children and families from exploitation and practices that disadvantage individuals and groups, thus ensuring educational standards are maintained, good practice is applied, procedures and protocols identified. In consequence, all providers are left in no doubt as to what is expected and all parties are clear about the expectations.

Scope

This policy applies to all those providing clubs and activities who come under the responsibility of the school during, before and after the school day as well as in school holidays. It applies to any activity which comes under the jurisdiction of the Headteacher and the Senior Management such as letting to groups or other extended school provision. It also covers out of school clubs and activities held on the school premises run by school and non-school staff and other volunteers. Providers are the leaders of any club or activity. Club refers to organised group which takes part in any activity on the school premises outside of the normal curriculum.

This policy was adopted: June 2016

Reviewed: March 2018

OOSHA co-ordinator

- Agree to activity being delivered
- Space identified (incl. bad weather arrangement if appropriate)
- Complete School Risk Assessment with provider
- Discuss OOSHA Partnership Agreement with provider
- Request paperwork (CRB, insurance, First Aid, Child Protection Policy)
- Extended School OOSHA Partnership Agreement signed by Headteacher, Governor and provider
- Read and follow the school's Safeguarding & Child Protection Policy
- Provide information for General Data Protection Regulation (GDPR) compliance

Headteacher/OOSHA/Governors

- Activity agreed (delegated responsibility to Headteacher)

Headteacher

- Confirm letter for outside providers

Office

- Publicity distributed to parents
- Create file
- Create register from responses
- Liaise with provider/Headteacher re queries
- Liaise with Bursar re finance

All

- Feedback gathered
- Evaluation of activity

DATED:

THE GOVERNING BODY OF
HOLY TRINITY CE(A) PRIMARY SCHOOL
and
(insert name of Provider)

Extended Services Partnership Agreement for
out-of-school hours activity

AGREEMENT made the *(insert date)*

Parties

- 1.1 THE GOVERNING BODY OF HOLY TRINITY C of E PRIMARY SCHOOL (the School)
- 1.2 _____ (the Service Provider)

The Service

- 2.1 The Service shall be delivered by the Service Provider in accordance with the Service Plan appended to this Agreement and to the satisfaction of the School.
- 2.2 Before it is put into effect any change to the Service must be agreed in writing by the School and the Service Provider.
- 2.3 The School will:
 - 2.3.1 Publicise the Service among pupils
 - 2.3.2 Makes means of communication with School staff available
 - 2.3.3 Provide information on School fire and emergency procedures
 - 2.3.4 Inform the Services Provider of any changes at the School that could significantly affect the health and safety of the Service Provider and/or pupils attending Service sessions
 - 2.3.5 Report to the School's Governing Body on the success of the Service
 - 2.3.6 The Services Provider will be responsible for communication with parents regarding payments and allocation of places.

Staffing Matters

- 3.1 The Service Provider must ensure that all staff, volunteers and others involved in the provision of the Service:
- 3.2 Have a clear enhanced up-to-date Disclosure & Barring Service (DBS) check (not more than 3 years old) and completed School Staff Disqualifications Declaration
- 3.3 Are suitably qualified to undertake their respective roles in performing the Service.
- 3.4 At all times adequately supervise pupils attending a session, ensuring that sessions begin and end promptly and that pupils do not leave until the session has ended and arrangements for pick up detailed in the Parental Consent Form
- 3.5 Do not allow a pupil to be left unsupervised at any time or to leave the session unless in accordance with arrangements set out in the Parental Consent Form

Safeguarding Issues

- 4.1.1 The Service Provider must inform the School's headteacher immediately in writing if the Service Provider becomes aware of significant issues concerning a pupil's safety or well-being, particularly in relation to child protection issues experience at the School. In addition in such an instance the Service Provider must also follow its own procedures.

Confidentiality

- 5.1 The Service Provider must adhere to the School's Confidentiality Procedure and the Service Provider must be aware that it cannot in all cases offer pupils guaranteed or unconditional confidentiality.
- 5.2 The Service Provider is deemed to have full knowledge of the School's Confidentiality Procedure a copy of which is available upon request from the School's headteacher.

Data Protection

- 6.1 All records howsoever maintained by the Service Provider, its staff, volunteers and others involved in the provision must be returned to the School within one month of the termination of the provision of the Service.

Use of School Premises

- 7.1 The use of the School Premises, materials and resources identified in paragraphs 8.4 and 9 of the Service Plan are subject to the Terms and Conditions of Hire appended to this Agreement.
- 7.2 The School and the Service Provider shall perform their respective obligations under the Terms and Conditions of Hire.

Insurance

- 8.1 The Service Provider hereby indemnifies the School and West Sussex County Council against (a) any claim in respect of employer's liability against the School or the said Council or the Service Provider by any employees of the Service Provider and (b) any claim for bodily injury to, or damage to property of, third parties.
- 8.2 The Service Provider must have in place throughout the duration of the Service and produce to the School before commencement of the Service valid employer's liability insurance for not less than £10m and public liability insurance cover for not less than £10m unless a lower level is agreed in advance.

Termination of this Agreement

- 9.1 Either party can give notice to the other to terminate this Agreement and the provision of the Service for any reason, the notice to be in writing and for a period of not less than one month before the end of the school term.
- 9.2 Either party can give notice to the other to terminate this Agreement and the provision of the Service if the other is in breach of this Agreement, the notice to be in writing and for a period of one week.
- 9.3 Whichever party serves notice to terminate under clauses 9.1 or 9.2 above must inform the parents and pupils of the cessation of the Service.
- 9.4 Regardless of which party terminates the Agreement the party holding any money paid for by parents for any cancelled sessions shall immediately return that money to the payers.

10. Third Party Rights

- 10.1 Except as mentioned in clause 8 the rights of third parties under Contracts (Rights of Third Parties) Act 1999 are excluded from this Agreement.

The Service Plan

- 1. Service title: []
- 2. Service description: []
- 3. Day(s) of the week [] between [] and [] of each session
- 4. Date of first session [] Date of last session []
- 5. Target group for the Service
- 6. Minimum and maximum number of attendees for each session [] and []
- 7. The dates and times and venue at which the School and the Service Provider will meet to assess the success of the Service
- 8. Records to be maintained by the Service Provider for discussion at the meetings referred to in paragraph 1 above:
 - 8.1 Names of the pupils attending each session
 - 8.2 Activities undertaken during each session
 - 8.3 Service Provider representatives present at each session
 - 8.4 The materials and resources needed for the Service (the School's or otherwise)
- 9. The School facilities required [e.g. room, toilets, car parking, etc.]

TERMS AND CONDITION OF HIRE

1. The use of the premises must not interfere with the proper working of the School or impair its efficiency.
2. The Service Provider shall be responsible for loss or damage to the School premises and contents therein being the property of the School or West Sussex County Council.
3. If use of kitchen areas is included in the Service Plan the Service Provider shall be responsible for the provision of crockery, glasses, cutlery and cleaning materials. Kitchens must be left in a clean and tidy condition for the preparation of the school meal on the following day. On no account may foodstuffs stored in kitchens be used by the Service Provider.
4. The School reserves the right to require the Caretaker/Premises Officer to be in attendance for the preservation of good order and safety and to recover from the Service Provider any additional expenses incurred as a result of this condition.
5. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited.
6. 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.
7. The laying of composition or other preparation on School floors is prohibited, save with the prior written approval of the School.
8. No smoking is allowed.
9. School furniture (other than chairs in the accommodation in use) and equipment shall not be moved except by prior arrangement.
10. Any alteration or addition to the school lighting or electrical heating systems is strictly forbidden, except with the prior written consent of the School. Consent may be subject to conditions, which the Service Provider will be required to observe.
11. The Service Provider will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
- 11.2 The Service Provider shall comply with the School's fire and emergency procedure referred to in Clause 2.3.3
12. No session shall extend beyond the period stated in the Service Plan and the Service Provider shall completely vacate the premises and/or grounds within 30 minutes of that time, unless special arrangements have been agreed by the School.
13. After use, the Service Provider must leave the premises in a clean and tidy condition, the Service Provider's property removed and all appliances switched off and lighting extinguished. The School reserves the right to recover from the Service Provider any additional expenses incurred as a result of non-compliance with this condition.
14. The School reserves the right to cancel any session without notice if:-
 - 14.1 the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
 - 14.2 the Service Provider has failed to disclose material information concerning the proposed hiring, or
 - 14.3 there are reasonable grounds to conclude that these Terms and Conditions of Hire may be breached to a material extent

In the event of 14.1 all hiring fees will be refunded to the Service Provider, but the School shall have no further liability to the Service Provider. In the event of 14.2 and 14.3 any refund of hiring fees shall be at the discretion of the School.