

## **Shrewsbury School Trading Company (SSTCL)**

### **Safeguarding Agreement for Hirers**

Safeguarding of adults and children is integral to the hiring of our venue. This document outlines what assertions and documents relating to safeguarding are required from your organisation prior to the hire commencing, and what is expected of you and your staff as a hirer.

Where you are working with children, we expect that the statutory guidance Working Together to Safeguard Children 2018 and Keeping Children Safe in Education (KCSIE) 2023 or as updated are followed.

Where you are working with adults who might be vulnerable or at risk, we expect that The Care Act 2014 and its guidance (June 2023), and the principles of the Mental Capacity Act 2005 are followed.

#### **Safeguarding Policy and Procedures:**

1. It is a condition of this agreement that, prior to the start of the hire, you provide us with written confirmation and a copy of your own safeguarding policy that is suitable for the activity you will carry out on the school premises during the period of this hire. The policy should include:
  - 1.1. Identification and contact details of a Designated Safeguarding Lead (DSL).
  - 1.2. Contact details for the local authority designated officer and the local referral route into children's social care.
  - 1.3. Expected recognition of safeguarding for children/adults as required.
  - 1.4. Reporting arrangements for safeguarding concerns within your organisation.
  - 1.5. Reporting any allegations or concerns of abuse made against members of your staff or volunteers.
  - 1.6. Arrangements for the care of children or adults about whom there are already safeguarding concerns.
  - 1.7. 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.
2. The policy should be disseminated to, and well known by your own staff, and available to those undertaking the activity (or their parents/carers) if required.
3. It is a condition of this agreement that residential, educational, or coached groups, must complete a risk assessment prior to the start of hire based on the activities and first aid requirements. Risk assessments should be reviewed and updated annually, or earlier if the circumstances change.
4. It is a condition of this agreement that you have paediatric first aid training where children aged 5 and under are attending the provision.
5. It is a condition of this agreement that you are aware of our safety and evacuation plans, these are communicated to your group on arrival.

#### **Training:**

6. All staff who will be present or have a position of responsibility at the activity must have completed basic safeguarding and health and safety training relevant to children, adults (or both) depending on the activity. Including updates within the last year or an appropriate briefing regarding safeguarding from the organisation's DSL and understand/will comply with the requirements set out in KCSIE.

#### **Staff Names:**

7. You must provide us with the names of all staff who will be on site before they attend. Please ensure that this includes first and last names and titles and that lanyards or clear identification is provided for the staff who will be onsite as part of your activity.

## **Safer Recruitment and Checks:**

8. You must provide us with written confirmation that the following checks have been completed on each member of staff associated with your activity and who will be on site, prior to the start of the hiring agreement:
  - 8.1. An enhanced disclosure from the Disclosure and Barring Service (DBS) for working with children/adults (or both, depending on the activity) and that the check shows no criminal history (blemishes). Where you are an organisation from overseas, please provide us with the equivalent checks.
  - 8.2. A check of the Children's and or Adult's Barred List and that the individual is not barred from working with children/adults (activity dependent).
  - 8.3. The individual's right to work in the UK.
9. Where a DBS contains an entry of any kind you provide us with a copy of the DBS certificate so that we may assess blemishes and determine whether staff are suitable to attend the school premises. Where you are an organisation from overseas, please provide us with the equivalent checks.
10. You undertake to regularly monitor and performance review staff and volunteers to ensure their suitability and training requirements after their appointment, and agree to immediately notify us if:
  - 10.1. Any member of staff relating to this hirer agreement are or become barred from working with children or adults.
  - 10.2. Any member of staff relating to this hirer agreement are the subject of a referral to the DBS or any regulatory body.
  - 10.3. Any member of staff relating to this hirer agreement are released under investigation, arrested, charged, cautioned, or convicted of any criminal offence.
  - 10.4. Any member of staff relating to this hirer agreement, or any member of their household becomes the subject of a formal child protection investigation.
  - 10.5. You become aware of any circumstances relating to any member of staff relating to this hirer agreement that may reasonably be considered to pose a safeguarding risk to children or adults.
  - 10.6. There is any change in the circumstances of any member of staff relating to this hirer agreement that affects their right to work in the UK.

## **Conduct:**

11. You undertake and agree to ensure that each member of staff relating to this hirer agreement will conduct themselves in a professional way while on school site and will comply with any reasonable code of conduct or instruction in relation to safeguarding issued from time to time by us in relation to the hiring of the facilities.
12. The hirer will liaise with the school's SSTC DDSL in relation to safeguarding throughout the period of hire.
13. Any concerns about the conduct or behaviour of staff (School or employees under the hirer's supervision) within this hirer agreement which relate to an allegation of abuse or neglect of children or adults at risk must be notified to the school's DSL within 24 hours and will be referred to the Local Authority Designated Officer (LADO) for children or to the police or other applicable body. The hirer agrees to comply with any subsequent instruction in relation to safeguarding received from the school.
14. If we determine that any member of staff related to this hirer agreement is unsuitable to attend the school premises for any reason, we may exclude that person from the school premises and prevent their future attendance.
15. Any members of your activity who are not staff must not have unsupervised access to children or adults who may be deemed vulnerable unless they are a parent or relative.

16. The hirer will 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.

## **Harassment**

17. It is the responsibility of the hirer to ensure members of your team understand their responsibilities under the Equality Act 2010. We will not tolerate aggressive, inappropriate or abusive behaviour, or any behaviour that amounts to harassment of any kind.
18. Where relevant you must provide documented evidence that you have appropriate harassment risk assessment, policies and procedures.

## **Online Safeguarding**

19. All adults on school site must conduct themselves online in a professional manner. This includes:

- 19.1. Not engaging with children on social media.
- 19.2. All groups/users must acknowledge and adhere to the school non-pupil acceptable usage policy which will be provided in advance of hire upon request to use the schools Wifi.
- 19.3. Not inviting pupils from the school or children from other groups onto adult's own personal social media or requesting or offering personal contact details.
- 19.4. Not taking photographs of children unless this forms part of a group within your activity who have provided parental consent.
- 19.5. Not live-streaming activities without consent.
- 19.6. Not engaging in any online activity which could be viewed as grooming or sexually explicit with children or adults who might be vulnerable or at risk.
- 19.7. Not engaging in any online activity which could be viewed as bullying or allowing online child on child abuse to go unreported.

## **Duties under Prevent:**

20. It is a condition of this agreement that you and those attending as part of your activity:
- 20.1. Do not organise or take part in any activities or presentations that incite hatred, violence, or call for the breaking of the law.
  - 20.2. Do nothing to encourage, glorify or promote any acts of terrorism, including individuals, groups or organisations that support such acts.
  - 20.3. Do nothing to spread hatred and intolerance of any minority group in the community.
  - 20.4. Avoid insulting other faiths or groups.
  - 20.5. Do not raise or gather funds for any external organisation or cause.

## **Supervision and Staff use of Facilities**

21. Required staffing levels for each activity will be agreed as part of the requirements for your activity. This may include:
- 21.1. Sufficient staff numbers for supervision of children staying overnight.
  - 21.2. Sufficient staff who are first aid qualified.
  - 21.3. How staff use the facilities required for their activities, for example the use of separate bathrooms and sleeping arrangements.

## **Compliance**

**The hirer shall comply with all instructions received from the school in respect of safeguarding requirements.**

## **Breach**

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

**Hire Agreement acknowledgment form** – (please sign and return to [sstcsafeguarding@shrewsbury.org.uk](mailto:sstcsafeguarding@shrewsbury.org.uk) prior to commencement of hire.

**Hire agreement:**

**Between..... and Shrewsbury School Trading company Limited (SSTCL)**  
**(the “Agreement”)**

We refer to the SSTC Safeguarding Agreement for Hirers above.

We undertake that the requirements, as set out in the SSTCL Safeguarding Agreement for Hirers above have been satisfied by “us” the hirer.

Please acknowledge receipt and acceptance of this Safeguarding Agreement for Hirers by signing, dating and returning the enclosed copy.

.....

We hereby acknowledge receipt and accept the contents of this agreement.

Organiser - Print Name.....

Organiser - Signed .....

Date .....

**Acceptance of hire – SSTCL to complete**

Print Name.....

Date .....