

## Education Department Policy

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**Title:** Policy for third party use of Education premises

**Date:** September 2018

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### 1. Introduction

The Education Department manages a significant number of sites across the Island, including schools and other facilities (e.g. Youth Service / Library Service). Use of these sites during non-core hours by individuals and groups is encouraged.

It is essential this policy is observed by staff in both schools and other Education services and that all third party Users adhere to this policy and the attached 'Conditions of Use' (see appendix 1).

All forms contained in the appendix of this document **must** be completed before access to Education premises is granted to a third party User.

This policy, the updated 'Conditions of Use' and all updated documents contained herein, supersedes any previous agreements in place for third parties using Education owned or managed premises.

All Users currently accessing Education owned or managed premises **must** agree to the 'Conditions of Use' and all elements of this policy to continue using Education managed premises.

### 2. Scope

This policy applies to the use of all Education managed premises by third party Users.

The policy includes:

- Charging guidelines;
- Insurance information;
- The Conditions of use that a third party User must adhere to, which includes Safeguarding obligations (see appendix 1);
- Forms for Users to complete before use or premises can commence (see appendix 2).

### 3. Definitions

Within this policy and incorporated appendices:

- A 'User' is defined as an individual or group who are granted use of Education premises (owned or managed).
- A 'School' is defined as a States of Jersey provided school.
- A 'Service' is defined as an Education managed service e.g. Youth Service, Library
- 'Education premises (owned or managed)' is defined as any building owned by the States of Jersey and utilised by Education or a building owned by a third party but used by Education for the delivery of its services.

### 4. Charging Guidelines

Head teachers / Service Managers are free to determine the fee charge for the use of the facility by third party Users. Once decided, these charges must be applied consistently to **all** outside groups, in line with the Competition Law (Jersey) 2005<sup>1</sup>.

Schools / services do not have to charge the same fees as other schools / services. For example, it would be appropriate for a large site with modern facilities to charge more than a small primary school. However, the charge must remain consistent **within** a school/site.

Careful thought should be given to the setting of the fee charge for the use of premises. The school / service must have a clearly defined charging policy which adheres to these guidelines. The charging schedule should be published and made publicly available on the school's / service's website.

#### Can the fee be waived?

Users of premises who do not charge for their services can be exempt from a charge. It is permitted to waive fees (or to charge costs only) for an individual or group using Education premises who do not levy a charge to their customers. Please note that a registered charity will not necessarily be exempt from the fee charge, because many charities do charge their customers for their services.

For example, the fee charge may be waived for someone running an art club who in turn does not charge their attendees (or charges only for materials). However, a registered charity running a toddler group that charges an entry fee to its customer must be subject to the charge. Further guidance can be obtained by contacting the Department.

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<sup>1</sup> Essentially, to charge two different business a different rate for the same facility would be a breach of the Competition Law. In addition, to set the charge too low could be seen as distorting the market.

## Education affiliates using premises

It is recommended that all States Provided Schools and affiliated/exempt groups within Education should retain **free** use of Education premises (including both indoor & outdoor facilities). However, there will be certain Education premises which will be excluded from this, for example St Aubin's Fort / Queen's Silver Jubilee Activity Centre (Crabbe).

Examples of affiliated/exempt groups are as follows:

- Teaching officials and coaches on courses for local clubs and associations;
- Youth Service and Partners;
- Highlands College;
- Jersey Music Service;
- Jersey Secondary Schools Sports Association (JSSSA);
- Jersey Primary Schools Sports Association (JPSSA);
- Sport Development Activity Programmes and clubs run by the Sport Division.

## Adherence to the Day Care of Children (Jersey) Law 2002

All parties wishing to hire school premises with a view to providing activities/care for children must be registered as a childcare provider with the Childcare and Early Years Service (CEYS) in accordance with the Day Care of Children (Jersey) Law 2002

### **5. Insurance**

The User must be in possession of a Public Liability Insurance Policy. The limit of indemnity, which is to be not less than £5 million, will be required before the hiring commences and before an invoice is sent.

The Department recognises that the acquisition of Public Liability Insurance at the £5m limit may not be possible for certain community groups. If a community group is not able to acquire Public Liability Insurance at the £5m limit, and it is the head teacher's / Service Manager's desire to provide facilities to this group, a limit of indemnity not less than £2m will be acceptable.

### **6. School / Service Responsibilities**

All relevant documents contained in this policy **must** be completed before use of Education premises (owned or managed) by a third party can commence.

However, for use of Education premises (owned or managed) for the purpose of social events (e.g. children's parties), head teachers / service managers should take a common sense approach whether to make all of the checks outlined in this policy. Nevertheless, if a charge is to be imposed then this must be consistent for all Users.

## Conditions of Use for third parties using Education Department owned or managed sites

### 1. Applications for use of premises

Applications for use of premises must be made on the official booking form and sent to the school / service secretary. An application only becomes a booking when the User is sent written confirmation from the School / service.

### 2. Safeguarding<sup>2</sup>

These safeguarding requirements (*detailed in items 3-9 below*) must be adhered to by any User using Education premises for the delivery of activities to children, young people (up to the age of 18) or vulnerable adults. It will also apply to the delivery of activities to adults during times where children will be, or likely to be, present on the premises.

### 3. Adherence to the Day Care of Children (Jersey) Law 2002

All parties wishing to hire school premises with a view to providing activities/care for children must be registered as a childcare provider with the Childcare and Early Years Service (CEYS) in accordance with the Day Care of Children (Jersey) Law 2002. Please contact the CEYS administrator at the Department for further information.

### 4. Safer Recruitment

Users must ensure that all appropriate measures are taken to ensure the safety of supervising adults who are likely to be perceived by children, young people or vulnerable adults as safe and trustworthy.

- A face-to-face interview should take place between the School / Service and the User to assess their suitability (and the suitability of their delegates) to supervise children, young people or vulnerable adults;
- An Enhanced Disclosure and Barring Service check (DBS) **must** be undertaken on all adults and young people working with children, young people or vulnerable adults before they start work;

*Advice can be sought from the Education Department's Human Resources team as to how groups can access DBS checks.*

- All adult supervisors should be provided with these conditions of use;

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<sup>2</sup> Many groups / sports clubs will already be subject to child protection procedures through their own national bodies. These 'Conditions of Use' reflect what should be in place for those groups and also defines what must be put in place for clubs/groups of a more independent nature. Groups / clubs will be asked to confirm that the requirements have been actioned. It is the responsibility of the group to ensure the requirements have been met.

## **Appendix 1 – Conditions Of Use for third parties using Education Department owned or managed sites**

- All adults supervising children **must** be trained in child protection at the appropriate level<sup>3</sup>.
- Sports coaches and volunteers in a supervisory capacity should attend Sports Coach UK's safeguarding and protecting children workshop Level 1, Sports Club welfare officers should attend training at Level 2;

*Child Protection Training can be provided by the Education Department. Groups and clubs should contact the department for further information. Training is also delivered by the Safeguarding Board.*

### **5. Safe Practice**

It is expected that there will be appropriate levels of staffing to ensure safe supervision. Users must ensure safe working practice in order to protect children, young people or vulnerable adults.

Supervisors:

- are responsible for their own actions and behaviour and should avoid any conduct which would lead any reasonable person to question their motivation and intentions;
- work in an open and transparent way;
- work with other supervisors where possible in situations that could be open to question;
- discuss and/or take advice from the group leader over any incident which may give rise for concern;
- record any incidents or decisions made;
- do not enter into an improper association with a child, young person or vulnerable adult;
- do not behave in a racially discriminatory manner or make racist or sexual remarks.

### **6. Bullying**

Users must identify and address bullying appropriately as children, young people or vulnerable adults have the right to feel safe, secure and valued. Users must create a safe environment for children, young people or vulnerable adults.

Dealing with bullying is everyone's responsibility and children, young people or vulnerable adults should be encouraged to report incidents of bullying affecting themselves or others.

### **7. Data Protection**

Users using Education Department premises (owned or managed) should be aware of their responsibilities under the Data Protection (Jersey) Law 2005. This means that if information is stored or processed about individuals Users must register with the

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<sup>3</sup> For adults with a minor supervisory role, a short awareness-raising session should be attended. Adults in a leadership role should complete the one day Foundation Course in Child Protection. For further information on where to access training please contact the Education Department.

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Information Commissioner and ensure that data is processed in accordance with the law. Whilst some charities and not for profit organisations are exempt from notifying with the Information Commissioner, all organisations must comply with the data protection principles.

In order to keep children safe and provide appropriate care for them, Users must keep accurate and up to date information regarding:

- names and contact details of persons with whom children normally live;
- names and contact details of all persons with parental responsibility (if different from the above);
- Emergency contact details (if different from the above);
- Details of any persons authorised to collect the child from the group (if different from the above);
- Parental signatures giving permission for the child, young person or vulnerable adult to attend the group.

### **8. E-Safety**

Users using Education Department premises (owned or managed) must ensure that adult supervisors are aware that any inappropriate conduct is unacceptable. Incidents and activities that could compromise E-Safety include:

- receiving, creating and/or sending offensive or sexually explicit content;
- capturing images for the purpose of ridicule, bullying, exploitation or grooming;
- accessing websites that contain unacceptable material;
- uploading children's data via web based application (e.g. Facebook / Drop Box);
- Inappropriate electronic contact between supervisors and children, young people or vulnerable adults.

### **9. Photography and Images**

To protect children, young people or vulnerable adults Users must:

- seek the consent of both parents and children, young people or vulnerable adults for photographs to be taken or published (for e.g. on a website);
- ensure children, young people or vulnerable adults are appropriately dressed;
- encourage children, young people or vulnerable adults to tell them if they are worried about any photos that are taken of them.

### **10. Allegations regarding person(s) working in or on behalf of the group (including volunteers)**

Where an allegation is made against any person working with children, young people or vulnerable adults, where it is alleged the person has:

- a) behaved in a way that has harmed a child or may have harmed a child;
- b) possibly committed a criminal offence against or related to a child; or
- c) behaved towards a child or children in a way that indicated s/he is unsuitable to work with children.

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The group leader should:

- treat the matter seriously and keep an open mind;
- make a written record of the information including the time, date and place of incident/s, persons present and what was said and sign and date this;
- immediately report the matter to the Multi-Agency Safeguarding Hub (MASH) or, if out of office hours, to the police;
- not initiate their own investigation, but should simply record what has happened and report the matter to the Multi-Agency Safeguarding Hub (MASH) or, if out of office hours, to the police.

### **11. Payment**

Upon acceptance of a booking, an invoice will be sent prior to the event date. All cheques should be payable to 'Treasurer of the States'. Payment is required at least 7 days before commencement of the event or first session.

**All invoices must be raised through the Treasury and Resources Department. This is to ensure the correct application of GST.**

### **12. Cancellation**

#### By the User

All cancellations of events must be notified in writing to the School / Service Secretary. Telephone calls will not be accepted.

The total charge for the booking will remain payable unless the facility is re-let. It is to the User's advantage to notify the School Secretary of any cancellations as far in advance as possible to increase the possibility of re-letting.

If the User cancels on a regular basis, permanent bookings will be reviewed for the next session.

#### By the School

The School reserves the right to cancel or close any facility at its discretion. In these circumstances monies paid for unused bookings, or booking period, will be refunded in full.

### **13. Use of facilities and charges**

The premises may only be used for the purpose specified in the application for use of premises and in the event of it being used by the User for any other purpose the School / Service will be entitled to stop the activities and terminate the booking immediately. The booking fee will not be returnable in such circumstances.

Charges for the use of the facilities shall be laid down by the School / Service, which reserves the right to vary them with appropriate notice.

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If any period of hire is cancelled or terminated by the School / Service, as a result of a breach of any of these conditions, the User shall remain liable for the charges due up to and including the time of hire termination.

### **14. Booking times**

These shall include preparation and cleaning up time. An extension of the period booked can be granted if the requested times are available. Extension time for an event is granted at the discretion of the School / Service.

Preparatory operations will not be allowed to commence before the time of the hire period and the facility must be cleared of all equipment and persons by the end of the hire period except where prior arrangements have been made.

### **15. Equipment**

All equipment available to the School / Service may be used by the User at the discretion of the School / Service. All equipment used must be returned to the location it was found and any faults must be reported to the School as soon as possible. All Users will need to complete the “Responsibility for equipment during hire” form.

### **16. Cleaning**

The User shall leave the premises tidy and ensure all furniture is returned to the original layout.

### **17. Damage**

The User shall not cause damage to the premises of any kind.

Should accidental damage occur, the User shall notify the School / Service at the first opportunity. If such notice does not occur or if, in the opinion of the School / Service, the damage was caused by wilful action or inaction on the part of the User, the User will be charged the full cost of repairs or replacement.

### **18. Access**

Access to other areas of the premises, not included in the booking, may be agreed at the discretion of the School / Service. Unless such agreement is granted, access to all areas such as staff rooms, classrooms, and laboratories is forbidden.

The User shall be responsible for the observance of these conditions of entry by all persons permitted by the User to enter the premises under the agreed booking.

### **19. Attendance and supervision**

The User or User’s representative shall be in attendance at all times throughout the period of the booking and shall, at all such times, be responsible for the safe practice of any activity undertaken.

### **20. Admission**



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The School / Service reserve the right to refuse admission to any person to the establishment. The School / Service shall have the right to expel or cause to be expelled any drunken or disorderly person, or any person acting in an unacceptable manner.

### **21. Safety, Health and Security**

The User must at all times comply with any or all safety and security policies and procedures in force on the premises. Access to the doors and passages must not be obstructed at any time and any layout of equipment and/or seating must be agreed in advance and must not be altered without the permission of the School / Service.

The User must also, at all times, comply with any reasonable instruction given by the School / Service, in connection with health & safety and/or security.

Careful attention must be paid to ensure that the well-being of those people attending activities is protected. Hygiene, cleanliness and tidiness in all areas of the Education premises are given high priority; hazards and clutter are routinely removed to prevent accidents or incidents. Premises and accommodation are maintained to high standards, with any faults or defects being rectified without delay.

Users must know how to cope with critical incidents or emergencies such as fire. The User must make all attendees to any event aware of the emergency procedures and assembly point(s) designated for the premises. An evacuation procedures document is included in this pack.

The User shall not bring onto the premises any articles of a flammable or explosive nature. Arrangements for the storage of medicines or toxic substances must be understood. There is a need to be clear about the procedures for first aid and emergency aid and know the person to whom children, young people or vulnerable adults should be referred to should the need arise.

Risk assessment should be undertaken to promote safety. Such assessments cover all aspects of the undertaking, including premises and equipment, on-site activities, off-site activities and the venues used, use of minibuses and other forms of transport. It is strongly advised that risk assessments are reviewed regularly and updated if required.

Damage / defects that could compromise health and safety must be reported to the school / service.

Access by adults not associated with the activity must be managed to ensure access to children, young people or vulnerable adults is safeguarded.<sup>4</sup>

### **22. First Aid**

Adequate first aid precautions must be taken as appropriate by the User. Users must provide their own first aid kit at all times. Any injury to a person is the responsibility of

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<sup>4</sup> For advice on where to access relevant training and support please contact the Education Department.

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the User and not the School / Service. The User must keep a record of any first aid given and all injuries/incidents must be reported to the School / Service at the earliest possible time. The School / Service hold no responsibility for injuries and accidents.

### **23. Indemnity and insurance**

Please note, the insurance cover maintained by the States of Jersey does not insure Users for accidents or injuries caused by or during the activity undertaken. The User must be in possession of a Public Liability Insurance Policy to cover damage to States property. The limit of indemnity is to be not less than £5 million and proof of such cover will be required before the hiring commences and before an invoice is sent.

The User must complete and return to the School the 'Responsibility for Equipment During Use' form. The User, in the event of loss, theft, or damage to an item of equipment belonging to the School / Service and on loan to the User must reimburse the Education Department up to the first £500 in the event of a claim, subject to the policy excess, if an increase occurs.

### **24. Property owned by the User**

Neither the School / Service nor any of its employees shall be responsible for any damage to, or loss of, any property, whether belonging to the User, or to any person using the premises during a booking or at any other time.

In addition, equipment and materials may only be stored on the premises by prior arrangement with the School / Service.

### **25. Alcohol, refreshments and smoking**

No refreshments may be brought on to or sold within the premises without the prior consent of the School / Service.

Smoking is prohibited in all internal and external areas, as is the use of e-cigarettes.

No alcohol of any kind may be brought on to the premises. With the School's / Service's agreement, the User may wish to contact an external licensed catering provider prior to the booking to arrange an alcohol license.

### **26. Broadcasting/ television and other media**

The School / Service must be consulted and must give their permission before broadcasting / television rights are agreed to, or film, video or photographs for any professional use or publication are taken.

### **27. Noise**

The operation of any recording devices or amplification equipment shall only be carried out with the consent of the School / Service. If such consent is given the User shall at all times respect the requirements of other Users and neighbours of the premises and the School / Service may at any time require that the level of sound be

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reduced. During the summer months all doors and windows must be shut at 7.00pm and winter months 6.00pm in order to prevent noise pollution.

In the event of non-compliance with this condition, the School / Service may immediately prohibit the use of the equipment or, failing this, terminate the booking.

**28. Advertising/Publicity**

Advertising posters or other such publicity may only be erected in the areas designated and with the consent of the School / Service. Under no circumstance should any posters be secured to painted walls.

**29. Parking**

Often events have large numbers of people attending. If parking attendants are required an additional caretaker/s will need to be hired.

**30. The User is also responsible for:**

- The administration, organisation and running of any particular event.
- Ensuring that all participants are appropriately dressed including footwear, that is appropriate for the particular activity and area in use.