# **July 2020**

# Invitation to

# TENDER FOR CLEANING SERVICES

at

# SOUTHWARK PARK PRIMARY SCHOOL

# 383 SOUTHWARK PARK ROAD LONDON SE16 2JH

**HEADTEACHER: Ms Carole Pellicci** 

# **Prepared by:**

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#### **SECTION 1 - INVITATION TO TENDER & INSTRUCTION TO CONTRACTORS**

#### 1. Invitation to Tender

- 1.1 The Governing Body of Southwark Park Primary School is inviting interested Contractors to tender for the provision of Cleaning Services.
- 1.2 Specific terms, General terms and service specification are enclosed.
- 1.3 Please acknowledge receipt of this invitation to tender by telephoning or e-mailing Ms Rifqa Ali confirming your intention to submit a quotation.

# 2. Obligations of Contractors

In addition to any more specific obligations imposed by the Tender Documents, Contractors must satisfy the School of their ability to provide the Services set out.

# 3. Preparation of Tender

- 3.1 It is the responsibility of the contractor to review the information provided by us and carry out, at their own expense, any enquiries needed to prepare and deliver their tender.
- 3.2 The Governing Body will not be responsible if the nature, extent or character of the services is subsequently different from that envisaged by the contractor.
- 3.3 Information supplied by the School is supplied for general guidance in the preparation of the Tenders. Contractors must satisfy themselves, by their own investigations, with regards to the accuracy of any such information and no responsibility is accepted by the School for any inaccurate information obtained by Contractors. The School will not accept any liability or authorise any modification to the specification made necessary by the Contractor's failure to inspect locations prior to submitting their Tender.
- 3.3 If you require further information or have any queries please submit your questions to Rifqa Ali using the ProContract supplier portal as soon as possible and at least 2 weeks before the deadline date. All tenderers will be provided with copies of any additional information, changes or clarifications.
- 3,4 Any proposed amendments to the terms and conditions or the specification must be clearly identified in your quotation, but will not bind the Governing Body unless expressly agreed in writing.
- 3.5 All information and documents must be treated by the contractor as private and confidential for use only in connection with the quotation. Contractors may not make any public statements or promotional activity relating to the tender process without the prior agreement of the Governing Body.
- 3.6 Tenders must be submitted for the supply of <u>all</u> the requirements specified. Tenders for any part only of the Service will be rejected.

# 4. Submitting the Quotation

#### 4.1 Documents contractors need to return

- 1. A fully itemised breakdown of the quotation, including hourly and fixed rate costs per level of staff member and any additional costs or fees.
- 2. A Providers' Proposal incorporating:
  - a. a method statement setting out your approach to delivering the services to meet the objectives and requirements of the Specification;
  - b. a statement of the skills, expertise, services and resources at your disposal which you believe demonstrates your ability to perform the services, including staffing details and structure and proposed Providers Representative;
  - details of your quality assurance systems, internal policies and procedures (e.g. equal opportunities policies) and health and safety at work record during the past 3 years.;
  - d. details of the insurance arrangements you would propose to put in place;
  - e. any proposals to sub-contract any part of the services;
  - f. three references from organisations with a recent direct knowledge of your work;
  - g. copies of your last 3 years audited accounts (if a company) and statements of annual work force, overall turnover and turnover in respect of the services being tendered for the past 3 financial years
  - h. Any other information required
- 4.2 Contractors are to submit their proposals incorporating all the points detailed above and using the Form of tender in Section 5 and by the date specified in paragraph 6.1 below.
- 4.3 Any quotations received after that date may be rejected.

#### 5. Form of Tender

- 5.1 The Tender should be made on the Form of Tender attached hereto along with a completed Pre-qualification Questionnaire and signed Confidentiality Undertaking. Documents should be signed by the Contractor and submitted in the manner and by the date and time stated below.
- 5.2 All documents requiring a signature must be signed:
  - (a) where the Contractor is an individual, by that individual;
  - (b) where the Contractor is a partnership by two duly authorised partners;
  - (c) where the Contractor is a Contractor, by two Directors or by a Director and the Secretary of the Contractor, such persons being duly authorised for that purpose;
  - (d) where the Contractor is a Public Authority by an Authorised Officer of that Authority.
- 5.3 The Tender Documents which must be completed and submitted by the Contractor are outlined in Section 5 of this document.
- 5.4 Any Tender not submitted in the form required or which omits any of the Tender Documents listed herein or which contains gaps or omissions may be rejected

#### 6. Tender Procedure

- All tenders and associated documents must be submitted using the ProContract supplier portal, by no later than 5.00 p.m. on Thursday 13 August 2020.
- 6.2 Tenders must not be qualified, except where permitted by the contract conditions, and must be submitted strictly in accordance with the Tender Documents. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. The School's decision on whether or not a Tender is acceptable will be final and the Contractor concerned will not be consulted.
- 6.3 The School will not consider requests for extension of the closing date and time specified in item 6.1 above.
- 6.4 The School may at its own absolute discretion extend the closing date and times specified in 6.1 above.
- 6.5 Tenders will remain valid for acceptance by the Governing Body for 90 days from submission.

#### 7. Evaluation

- 7.1 The Governing Body will check each tender initially for compliance if there are omissions in the tender or it is not in accordance with these instructions the Governing Body may not consider it.
- 7.2 The School will reject any Tender if the contractor acts improperly, for example, by agreeing to fix prices, agreeing that others will not tender, offering any inducement, canvassing any officers or members of the Governing Body or School or Council.
- 7.3 The School will evaluate Tender Submissions on the basis of the most economically advantageous tender, assessed on the following weighted scores:

(a)	Financial detail including price	60%
(b)	Technical ability	5%
(c)	Quality and Operational Competence	10%
(d)	Customer Care	5%
(e)	Continuous improvement	5%
(f)	Equality and Diversity	5%
(g)	Health and Safety	5%
(g)	Environment and Sustainability	5%

# 8. Quality award criteria, sub-criteria and weightings

Criteria & Weighting	Sub Criteria	Evidence	Method Statement
Technical Ability to Deliver the Service (5%)	Mobilisation Plan     How would you develop and run the required service?		MS
	<ul> <li>Proposed Management Structure and administration including number and organisation of staff</li> </ul>	<b>√</b>	
	<ul> <li>Qualifications, competence and relevant experience of managerial staff</li> </ul>	✓	
	Evidence from past and current performance, so that references can be obtained	<b>✓</b>	
Quality and Operational Competence (10%)	Planning and delivery mechanisms in place		MS
	Evidence of an internal or externally accredited Quality Management System	<b>✓</b>	
	<ul> <li>Procedures to ensure that only appropriately qualified and competent staff are employed</li> </ul>	✓	
	<ul> <li>Procedures for staff performance monitoring including induction, training, and development</li> </ul>	<b>√</b>	
	<ul> <li>Procedures for covering staff sickness and other emergencies, to ensure services are not disrupted</li> </ul>	<b>✓</b>	
Service Development (5%)	How you would develop service to ensure continuous improvement during the contract		MS
	<ul> <li>Evidence of an open and innovative approach to service development</li> </ul>	✓	
Customer Care (5%)	Specific ways to ensure that service meets the particular needs of service users		MS
	<ul> <li>Procedures for staff to ensure Service User is safeguarded, and that staff understand their needs</li> </ul>	<b>√</b>	
	<ul> <li>Policy and procedures on staff misconduct, including investigation of allegations of misconduct</li> </ul>	✓	
	Policy and procedure on complaints	✓	

Equality & Diversity (5%)	How you would implement equal opportunity within the context of the specification		MS
	How you would meet the different cultural needs of service users	✓	
	<ul> <li>Equal Opportunity policy, including recruitment, anti-discriminatory practice and children's rights</li> </ul>	✓	
Health & Safety (5%)	What measures you would take to ensure safety of both staff providing services and service users		MS
	<ul> <li>Evidence of carrying out of risk assessments, including worked examples</li> </ul>	✓	
	Health and Safety policy and procedures, including First Aid, Emergency and Fire procedure	✓	
Environment & Sustainability (5%)	Policy and procedures, including any assessments of environmental impacts within service provision	<b>√</b>	MS

#### Each criteria and sub criteria will be scored from 0-5 as follows:

No submission	0 Points	No response was made
Very Poor	1 Point	Unacceptable, an unsatisfactory response
Poor	2 Points	Only some of the requirements met
Acceptable	3 Points	A satisfactory response, which meets the basic requirements
Good	4 Points	Good response, which meets all requirements and gives some confidence
Excellent	5 Points	Outstanding response, exceeds expectations, adds value, full confidence and includes innovation

Shortlisted tenderers may also be required to attend an interview (further details will be provided at a later date if shortlisted). Any amendments highlighted in a tender may be discussed and agreement on those points recorded in writing. If at any time during the tender period there are any material changes to the information provided tenderers must advise the Governing Body promptly in writing.

# 9. Tender Award

- 9.1 The Governing Body is not bound to accept the lowest or any quotation and may award a contract for all or part only of the services.
- 9.2 Any contract(s) will be awarded to the most economically advantageous quotations(s).
- 9.3 If a quotation is accepted contractors will be notified in writing and a contract between the contractor and the school then and becomes binding. In addition, the appointed contractor will be required to execute a formal Contract.

## 10. Timetable

This timetable is indicative only. The Governing Body reserves the right to change it at its discretion.

Stage	Date
Invitation to Tender	Thursday 2 July 2020
Tender return deadline	Thursday 13 August 2020
Evaluation of Tenders	Tuesday 18 August 2020
Tenderer interviews/clarification meetings	Tuesday 25 August 2020
Contract award (Governors)	Thursday 27 August 2020
Contract start date	Friday 1 January 2021

#### **SECTION 2 – GENERAL INFORMATION**

#### 1. Location Details

Southwark Park Primary School 383 Southwark Park Road London SE16 2JH

#### 2. Contact details

Headteacher: Ms Carole Pellicci Business Manager: Ms Rifga Ali

Email: rali@southwarkpark.southwark.sch.uk

Tel: 0207 394 4000

# 3. Contract Start and Length

Contract start date: 1 January 2021

Length of contract: 3 years

#### 4. The School

Southwark Park Primary School is a community school 3-11 in the London Borough of Southwark. It is an inner-city, two-form entry primary school with a nursery. The school offers a breakfast club in the mornings and after school sports, dance, drama and gardening clubs as a well as an after school club which is delivered by an external childcare specialist on the school premises.

Contractors are strongly urged to visit the school to view the facilities, find out more, and are referred to the recent OfSTED Report, and school website:

www.southwarkparkschool.co.uk www.ofsted.gov.uk

#### 5. School Numbers

Student Roll 450

#### 6. Days & Dates

The school day begins at 08:50 hours and ends at 15:30 hours, Monday to Friday. There are also school activities that are carried out beyond the school day (see below).

The school year is based on a calendar of 195 days. Five days are to be used for school staff professional development (Inset days), which means that school will be open to receive pupils for a minimum of 190 days. These five days are spread through the year and normally fall immediately following or immediately preceding term-time (including half term). The Contractor will be required to clean the rooms/areas used for such training in the School

before the training takes place. The School is also open at other times when pupils are not present for work by contractors with the exception of the Christmas holidays.

"Access times" are those periods of the day during which the contractor should normally provide the cleaning service in each location, but the Headteacher may vary them, either generally or with regard to any particular day by giving not less than 24 hours notice to the contractor.

#### **Term Dates:**

Please refer to the School calendar Appendix 1.

#### 7. Facilities

Please refer to Appendix 2 for the floor plan of the school.

The school is on a grade II listed site which was recently fully refurbished (2015) with one main building and a newly built classroom which is not connected to the main school building.

# 8. Parents Evenings, evening meetings, INSET days / twilight INSET and after school clubs

Some flexibility will be required from the successful contractor in the cleaning of certain areas in advance of parents' evenings, governors' meetings, training days (INSET) and working around after school clubs.

Re-scheduling of the order in which areas such as the hall, dining hall and standalone classroom are cleaned, in liaison with the Business Manager and Premises Manager, will be necessary at certain times of the year. Advance notice will be given.

#### **After School Clubs:**

Energy Kidz Daily 15:00 – 18:30 Dining Hall

The following clubs take place between 15:30 – 16:30 and may be subject to change, either days or activities:

## Monday

Y3 Zumba Main Hall Y4 Chess Club Starling class

Tuesday

Y1/2 Basketball Outside or main hall

Wednesday

Y5/6 Street Dance Main Hall

Y1 Yoga starting Multi media room

**Thursday** 

Y3/4 Multisport Main Hall Y5/6 Football Playground

Y2 Gardening Garden area in Playground/ Nature room if raining

# 9. Hours of Work

In order to provide the flexibility required to respond to the use of the School for after school clubs, it is anticipated that the Contractor will need to provide a daily cleaning service both during and after School as well as early morning before School commences.

# 10. Opening and Closing the School

The School is opened at 06:30 and closed at 18:30 by the premises officers and the Contractor will therefore <u>not</u> be required to lock up and open the school.

## **SECTION 3 - PERSONNEL**

# 1. Transfer of Undertakings (Protection of Employment) Regulations 2006 and Pensions (TUPE)

- 1.1 The service is currently provided by WGC Ltd. TUPE information is provided in the **Schedule 1** on **page 15**.
- 1.2 The School understands that as an external Tenderer will be awarded this contract then the terms of the European Acquired Rights Directive 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (together "TUPE") are likely to apply. If they are considered to be applicable then you should take into account, amongst other things, the following requirements of the Directive:
  - (a) The need to consult with a recognised trade union;
  - (b) The need to maintain existing rates of pay and conditions of employment of employees; and
  - (c) The need for the successful Tenderer to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to employees of the current provider who transfer to the successful Tenderer.
- 1.3 You are advised to seek independent professional advice on the effect of TUPE on your company should you be a successful Tenderer.
- 1.4 The School's final view of the applicability of the Regulations will, however, depend ultimately on the consideration of any proposals submitted by Tenderers with their Tender Submission and recognises that such proposals may contain different TUPE implications. You are asked to indicate, when submitting Tenders, whether your rates and prices are based on TUPE applying or not.
- 1.5 In accordance with government advice, where a bid is submitted on the basis that TUPE would apply, the School will need to be satisfied that a Tenderer is proposing to offer pension arrangements which are broadly comparable to those currently available to the staff.
- 1.6 Consequently, Tenderers who are tendering on a TUPE basis will be required:
  - (a) to include such proposals as part of its Tender; and
  - (b) where it is unable to provide benefits broadly comparable, to propose other changes so that the remuneration package being offered to transferring employees compensates for the absence of such provision.
- 1.7 The School will reject TUPE-based tenders where no such proposals are provided by the Tenderer for inclusion with their Tender Submission.

#### 2. Personnel

The successful Contractor will provide adequate numbers of staff to ensure the work is completed to the specification.

The Contractor will be responsible for covering any sickness or absence to ensure the work is completed to the specification. Where the contractor is unable to cover the sickness the school would expect to be reimbursed for this.

As part of your submission you are asked to include a brief CV of your key support personnel who would be involved with the School, frequency they would visit the cleaning team and to meet with the Premises Manager/School Business Manager, and the purpose of the visits.

# 3. Living Wage

Without prejudice to any other provision of this Contract, the Supplier shall:

- (a) Ensure that none of its employees engaged in the Services is paid an hourly wage (or equivalent of an hourly wage) less than the Living Wage (unless otherwise directed by the Buyer).
- (b) Ensure that any increase in the Living Wage notified to the Supplier by the Buyer takes effect within six months from the date of notification.
- (c) Provide to the Buyer such information concerning the payment of the Living Wage to its employees or to the employees of its sub-contractors engaged in the Works as the Buyer may reasonably require from time to time; and
- (d) Co-operate and provide all reasonable assistance to the Buyer in monitoring the effect of the Living Wage on the quality of service provided under this Contract.

# 4. Disclosure and Barring Service Disclosures

Safeguarding and promoting the welfare of young people is a key priority at Southwark Park Primary School.

We have robust Child Protection and Safeguarding Policies and all school staff receive training relevant to their role in line with the policy at induction, and throughout their employment at the school.

The Contractor shall be responsible for safeguarding training of their staff and ensure that all current and new staff have enhanced DBS clearance to work in schools, and that as employers they comply with any Vetting and Barring Procedures which may be introduced at some future date.

New Contractor staff are not to be allowed on site without the formal approval and recording of a DBS disclosure.

The Contractor is required to seek regular updates as to the maintenance of DBS disclosures.

Confirmation in the form of a proforma containing the names of all staff that will be working at the School Site with confirmation that the DBS disclosure has been updated, is required on a regular basis. This is to be supplied to the Business Manager. A record of these will be retained by the School and used as required.

# Schedule 1 - Transferring Cleaning Employees

Full details will be supplied to bidders upon receipt of a signed confidentiality undertaking which can be found on page 22.

Employee	Designation	Date of Birth	Start Date	Contracted Hours per Week	Hourly Rate	Weeks Paid	Pension

#### **SECTION 4 – CLEANING SPECIFICATION**

# 1. Cleaning Specification

The Cleaning Specification Scope of Work is attached in Appendix 3

The Contractor will be required to provide a service consistent with the statutory requirements for employers' duties under the Health and Safety at Work Act 1974, CoSHH Regulations and any other Regulations that may be relevant.

The Contractor should provide a high quality, consistent service, which is as cost effective as possible for the School.

# 2. Quality Assurance

The Contractor shall ensure that they audit their cleaning service a minimum of once a year to demonstrate that all legislation is being adhered to.

The Contractor shall comply with any of the school's Health & Safety Auditors requirements to provide data as to the existence and regular review of risk assessments and method statements.

The Contractor shall provide the school with documentary evidence of every audit.

#### 3. Environment

Contractors are asked to provide relevant information from their Environmental Policy addressing reduction of use of cleaning chemicals and consumable items, and detail what measures and procedures they propose to take with the School in this respect.

Any proposals to introduce and promote the use of eco-friendly products should also be provided.

# 4. Efficiency of Cleaning Service

The Contractor shall ensure that cleaning is undertaken in an efficient and friendly manner, so as to promote good working relationships between school staff and cleaning staff.

The contractor shall conduct regular site visits to ensure that the cleaning standards are being maintained.

#### 5. Indirect Costs

The Contractor will not be required to provide consumables such as soap, toilet paper and paper towels as part of the contract price.

The contractor will be required to provide cleaning materials, chemicals, and consumables such as mop-heads, cloths, bin liners etc. for use by the cleaners.

The school meets the costs of energy, water, and refuse disposal.

#### 6. Additional Services

Should a Contractor wish to submit a price for any further services, please ensure these are costed and shown separately to the cleaning contract price. These services would not be provided as part of the total package, and are not regarded as a price commitment

Examples of other services may be:

- Provision of Consumables such as toilet rolls, soap and paper towels
- Window cleaning across whole school

# 7. Cleaning Equipment

The present Contractor owns all cleaning equipment such as vacuum cleaners, specialised mop buckets, carpet and upholstery cleaners.

The successful Contractor will be expected to purchase and provide all such equipment as required to fulfil the Contract, for use during the length of the Contract.

#### 8. Contract Costs

All costs associated with the provision of the Cleaning Services at the School will be borne by the Contractor, excluding those detailed within INDIRECT COSTS.

The Contractor will charge an annual fee to the School which shall be paid on a monthly basis following receipt of invoice.

The Contractor should indicate on the Form of Tender the inflationary increase to be charged in years 2 and 3,

The Contractor should indicate on the Form of Tender the Casual Hourly Rate for additional cleaning requests made by the School over and above the Specification.

## **SECTION 5 – FORM OF TENDER & SUBMISSION DOCUMENTS**

Contractors are instructed to complete their submission using the 'Form of Tender'.

- Any omissions will be marked accordingly during the evaluation process.
- Any additions to the 'form of tender' should be placed at the back of your submission as appendices.

# 1. Form of Tender

# To the Governing Body of Southwark Park Primary School

Having examined and understood the Instructions for Tendering, the Terms and Conditions of Contract and the Specification and any other documentation issued in connection with the provision of cleaning services.

We (name)

offer to carry out the Services in accordance with the Instructions for Tendering, the Terms and Conditions of Contract and the Specification for the rates and fees appended to this Form of Tender and we attach supporting documentation and a detailed breakdown.

In consideration of being invited to submit this tender, we agree that the offer set out in this tender is an unconditional and irrevocable offer by us which is capable of being accepted by you. Unless and until a formal agreement is executed, this tender together with your written acceptance shall constitute a binding contract between us.

We undertake to keep this offer open for acceptance for 90 days from the date of submission.

We warrant and undertake to you that:

- 1. We have not acted improperly and have complied in all respects with the Instructions for Tendering;
- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Governing Body by us or our employees or officers in connection with or arising out of the Tender are true, complete and accurate in all respects;
- 3. We have made our own investigations and research and have satisfied ourselves in respect of all matters relating to the Tender, Terms and Conditions of Contract and Specification and have not delivered the Form of Tender and will not have entered into the contract in reliance on any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Governing Body or otherwise on behalf of the School;
- 4. We have full power and authority to enter into the contract and perform the Services and will if requested produce evidence of that to the Governing Body;
- We are of sound financial standing and our officers and employees are not aware of any circumstances (other than as may be disclosed in the audited accounts or other financial statements submitted) which may adversely affect our financial standing in the future;
- 6. We have and will have sufficient working capital, skilled employees, equipment, machinery and other resources available to us to perform the Services in accordance with the Agreement; and
- 7. We have obtained all necessary consents, licences and permissions to enable us to perform the Services and will throughout the Period of Appointment obtain and

maintain all further and other necessary consents, licences and permissions to enable us to perform the Services.

Dated
Where the Tenderer is an individual
Signature
Name
Address
Where the Tenderer is a partnership
Signature (1)
Authorised Partner
Signature (2)
Authorised Partner
for and on behalf of:
Name of partnership
Address
Where the Tenderer is a company
Signature (1)
Director
Signature (2)
Director/Company Secretary
For an on behalf of:
Name of Company
Address

#### 2. Pre-Qualification Questionnaire

- **A.1** Please provide a brief description of your Company and a client portfolio that is similar to Southwark Park Primary School in terms of size and demographic mix and has similar housekeeping services to those proposed within your tender submission.
- A.2 Please provide a Business Plan in response to the key objectives and specification (detailed in Section 4 and Appendix 3), showing how your Company would improve the cleaning service at the School during the Contract term.
  - **B** If the applicant is a Company please confirm that the objects of the Company, as stated in the Memorandum of Association, cover the purposes for which this application relates.

#### YES / NO / NOT APPLICABLE

**C** Is the applicant a member of a professional or trade association?

YES / NO

If **YES** please give details:

D Insurance

Details of cover:

(Requirement to have a minimum of £5m public liability insurance)

	Employers Insurance:	Liability	Public Insuran	Liability ce:	(Third	Party)
Name and Address of Insurer:						
Policy No;						
Expiry Date:						
Level of Cover:						

- **E** Please attach a copy of your Health and Safety Policy as required by the Health and Safety at Work Act 1974.
- **F** Give details of any prosecutions brought against the applicant or any notices served in the last three years relating to Health and Safety matters:
- G1 Is it applicant policy as an Employer to comply with statutory obligations under the Equality Act 2010 and subsequent amendments, and, accordingly, does the organisation treat all groups of people equally irrespective of race, religion/belief, gender, age, disability and sexual orientation in relation to decisions to recruit, train or promote employees?

YES / NO

In the last three years, has any finding of unlawful racial discrimination been made against the applicant by any Court or Industrial Tribunal or has the applicant been the subject of formal investigation by the Equality or Human Rights Commission on the grounds of alleged unlawful discrimination? If yes give details and indicate what steps were taken by the applicant in consequence of that finding?

#### YES / NO

G3 Do the applicant's recruitment procedures give less favourable treatment to job applicant because of their gender, marital status, disability, race, religion, age or sexual orientation? If yes, please give details:

#### YES / NO

**H** Please give details of the applicant's recruitment policy and processes including details of staff vetting processes.

#### PROPOSED BUDGET

	Year 1
EXPENDITURE:	
Labour costs (schedule L)	
Payroll and Training	
Advertising	
Cleaning Materials	
Cleaning Equipment	
Marketing	
Telephone	
Insurance	
Uniforms	
Light Equipment Replacement	
Opening Costs*	
Contractor Fee	
TOTAL EXPENDITURE	
Guaranteed Tender Price to School	

PLEASE PROVIDE DETAILED NOTES FOR EACH EXPENDITURE LINE.

Please indicate any further financial provisions which you have assumed for years 2 and 3

# 3. Confidentiality Undertaking

(TO BE SIGNED BY TENDERERS)

TO: THE GOVERNING BODY OF SOUTHWARK PARK PRIMARY SCHOOL of 383 Southwark Park Road, London, SE16 2JH

(the "Tenderer

#### Whereas:

- A) The Governing Body is conducting a tendering process for the procurement of a contract for the provision of cleaning services;
- B) The Governing Body intends to provide and/or has provided certain documents and information relating to the Proposed Contract (a non-exhaustive list of which is set out in the Schedule hereto) (the "Documents") to the Tenderer so that the Tenderer may consider such Documents in connection with the submission of a tender for the Proposed Contract;
- C) The Documents contain certain confidential information to which the Tenderer will have access ("the Confidential Information");
- D) The Documents are or will be provided to the Tenderer, subject in all respects to the provisions of this Confidentiality Undertaking.
- 1. The Tenderer hereby undertakes to the Governing Body in consideration of our participation in the tender process for the Proposed Contract and the sum of one peppercorn receipt of which is hereby acknowledged that:
  - (a) the Tenderer will hold the Confidential Information in the strictest confidence;
  - (b) the Tenderer will use the Confidential Information only for the purpose of preparing a tender for the Proposed Contract;
  - (c) the Tenderer will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to the Confidential Information to prepare our Tender;
  - (d) in relation to those third parties or employees who are given access to this Confidential Information, the Tenderer will ensure that they keep the Confidential Information confidential and are bound by a personal undertaking to the Governing Body on the same terms;
  - (e) the Tenderer will not copy or reproduce the Confidential Information in any way; and
  - (f) the Tenderer will not directly or indirectly use the Confidential Information for any reason or divulge it without the Governing Body's prior written consent to any person, firm, company or other organisation save where we can show that the Confidential Information (or the relevant part thereof) has already come into the

public domain or we are required to disclose the Confidential Information (or relevant part thereof) by law.

- 2. The Tenderer agrees that any breach of this undertaking by us or any third party or employee to whom we release Confidential Information may result in legal proceedings being commenced against us including a claim for the recovery of any losses or damages incurred by the Governing Body as a result of that breach. The Tenderer shall in this respect be liable for and shall fully indemnify and keep indemnified the Governing Body against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this Confidentiality Undertaking, however arising by us or any third party or employee in connection with the Confidential Information.
- 3. The Tenderer agrees that this Confidentiality Undertaking shall be subject to English Law and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

	, 0	,	9
Dated:			
Signed by a person wh	no is duly authorised on beha	alf of the Tenderer:	
Full name of signatory:			
Position held by signat	ory:		
Address:			

## **SCHEDULE**

#### **Confidential Information**

Confidential Information shall include but not be limited to:

- (1) The Tender Documents including without limitation the Instructions to Tenderers (ITT), the Articles of Agreement and Conditions of Contract, the Bills of Quantities including the Preliminaries, the Response Document, any amendments or additions to the Tender Documents, any replies to any queries from Tenderers circulated by the Governing Body during the Tender Period, [any other specific documents should be listed] and any other documentation released by the Governing Body before the Contract is awarded.
- (2) Details of any discussions with the Governing Body, its members or advisers in connection with the Tender Documents and any information that might be obtained by the Tenderer through observation at meetings, interviews, presentations, site reference visits or as the Governing Body, its members or advisers may provide to me whether orally or in a written, electronic, physical or visual form regarding the Tender, the Tender Documents, the Services or the Contract.

# **SECTION 6 – APPENDICES**

# **APPENDIX 1 – School Calendar**

# Southwark Park Primary School Term Dates 2020-2021



	Sep-20							
Мо	Tu	We	Th	Fr	Sa	Su		
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	May-21								
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31									

	Jun-21								
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	Jul-21						
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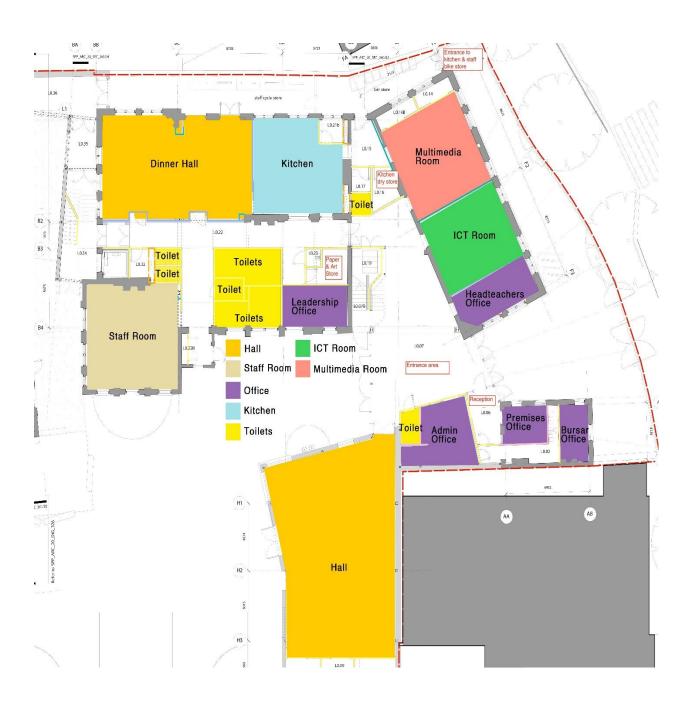
	Aug-21						
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30	31						

School Holiday

Bank Holiday (School closed)

Inset Day (School closed for children)
2 Inset days yet to be confirmed

# **APPENDIX 2 - Floor Plans**



# 2.1 Ground Floor Front



## 2.2 Ground Floor Back



2.3 First Floor

# **APPENDIX 3 – Specification Scope of Works**

This Specification refers to the Cleaning of School Buildings for a three year period from 1 January 2021 to 31 December 2023.

All areas and all furniture, fixtures, fittings and other things required by this contract to be cleaned, shall be cleaned to the relevant standard, as set out in this part of the Specification (General Cleaning Specification).

#### Categories of cleaning Routine, Holiday and Periodic Cleaning

#### **Routine Daily**

Work to be undertaken during Term Time. Cleaning should take place during the following access times:

Monday - Friday 07:00-18:00

Routine cleaning will be carried out over a 39 week period, which includes staff inset days.

#### **Holiday Cleaning**

In addition to any routine cleaning, during each half termly holiday all domestic appliances, fridges, freezers and microwaves should be thoroughly cleaned inside and out.

#### Periodic Work

Periodic work is designed to take place outside term time in order to maintain the standards defined for Routine Daily Cleaning. Periodic Work undertaken at a time agreed between the Premises Manager and Contractor, which may be in conjunction with any Routine or Holiday Cleaning.

The school will require two periodic cleans; the main periodic deep clean will take place during the summer holiday and an additional one during the February half term break.

General building and maintenance of the establishment is often carried out during school holidays and it is the responsibility of the Contractor to ensure that they are aware when such works are to take place and schedule all holiday cleaning to take place (where practicable) after completion of such work and before the school term starts in the area(s) affected.

Where the Contractor is prevented from undertaking a full holiday clean during the Summer holidays, as a result of such factors as previously described, they must report and complete the outstanding cleaning tasks during the following term breaks on a rolling basis. This work will be carried out at no additional cost to the School.

#### **Emergency Cleaning**

On occasions the Contractor may be required to perform emergency cleaning work. Emergency duties may include any aspect of cleaning duties as specified. Payments for call out responses will be made in addition to the contract sum and will be based on the appropriate agreed rates.

#### **Accuracy of information**

Whilst every effort has been taken to ensure the accuracy of the information given in the specification, the detailed facts and figures within the document cannot be guaranteed and Tenderers should satisfy themselves as to its accuracy.

#### **Schedule of Work**

Contractors must provide detailed work schedules and an all inclusive price for each year of the contract including the optional fourth and fifth years. In order to facilitate additional cleaning tasks to be requested, as and when necessary, the contractor shall also provide agreed hourly rates. These should be submitted prior to the commencement of the Contract and thereafter annually.

#### Resources

The Contractor shall generally provide all labour, cleaning equipment, materials and chemicals. The Contractor will be required to specify the equipment, materials and cleaning chemicals to be deployed on the site to incorporate COSHH regulations.

#### Flooring types

The school has the following floor types:

- · Wood block flooring 2 corridors and 2 classrooms
- Lacquered wood flooring main hall & multi-media room
- Sheet flooring such as vinyl/linoleum classrooms & corridors
- · Safety flooring such as non-slip vinyl classrooms, kitchens, dining hall, toilets
- · Carpets & rugs classrooms, library, offices and main entrance

All cleaning should be in accordance with the manufacturer's guidelines, which can be supplied by the school upon request.

Where a standard refers to a burnished appearance the Contractor shall treat all Semi-Porous floors as being appropriate floors to receive a burnished finish. This shall include all sealed porous floors.

Where safety floors have been laid, it is essential that the manufacturer's instructions are adhered to when cleaning such floors.

Some floors are of a specialist nature and permanent damage may be caused by incorrect cleaning procedures. Contractors shall diligently check all special requirements for these floor coverings and shall check with the Premises Manager if in doubt of the procedure required for such specified floors. Costs of the repair of damage caused by the Contractor by not complying with this shall be recoverable from the Contractor.

Where spray cleaning is required the Contractor shall spray maintain a floor and then buff, so that the floor shall have a resultant burnished appearance on completion of this task.

#### **Exclusions**

For the avoidance of doubt this Contract does not include the cleaning of the following:-

- a) Sanitary Disposal Units.
- b) Kitchens used solely by the Catering Department for the provision of Pupil Dining.

#### Cleaning practice

The Contractor shall demonstrate good cleaning practice by ensuring that all tasks are carried out at regular and equal intervals having regard to good cleaning practices.

Where bin liners are in use, soiled liners are to be replaced. Contractors should be aware that waste bins may not conform to the traditional wastepaper bin size. Apart from paper these bins may include other materials such as art materials etc.

At the conclusion of each cleaning session all debris must be removed to the recognised collection point. It is the Contractors responsibility to ensure that they are aware of the appropriate regulations and to use appropriate sacks or labels. All waste must be securely tied in plastic bags before being left for collection.

## **Statutory Requirements**

The Contractor will comply with all existing European Community and United Kingdom legislation at all times, whether in the form of Orders, Regulations, Statutes, Statutory Instruments, Codes of Practice, Bylaws, Directives or the like to be observed and performed in connection with the delivery of the cleaning service at the School. They will also indemnify the School against any loss or damage caused by non-compliance with any such legal provisions.

#### **Materials**

All cleaning materials must be compatible with the various surfaces to be cleaned and follow the Health and Safety Executive Guidance publication EH40 and EC Directive 91/55. Bleach in whatever form (including liquid, gel or spray) is not permitted on school premises at any time.

#### Supervision

The Contractor's attention is drawn to the performance management section of this specification. The school is determined to ensure that performance is of the highest standard and has sought to ensure that this is the case by determining service standards as outlined elsewhere in this specification.

It is strongly recommended that the contractor pays particular attention to the supervision requirements of this specification in order to ensure that standards are met and maintained throughout the period of the contract. Further, the contract price is to be varied dependent on the level of performance achieved as determined by a rigorous and independent inspection regime.

To be included in the proposal is a working supervisor and a nominated deputy working supervisor as cover for sickness. The supervisor will be on site prior to the contract start and after the finish time to ensure cleaning operatives sign in and to carry out quality checks. The role will require the supervisor to have the experience to manage and deliver the contract and be able to drive the contract to ensure the highest standards. Quality standards will be checked against the cleaning specification on a daily basis and the supervisor will be accountable for the following:

- The daily cleaning service
- Ensuring cleaning operatives are present at the start and finish of their shift
- Ensure adequate cover is in place to cover holiday and sickness
- Carry out daily inspection in accordance with the cleaning specification
- Monitoring stock levels and replenishing cleaning cupboards
- Responsible for any omissions from the previous daily cleaning or site audit

- Reporting all equipment faults and ensuring machinery is maintained and PAT tested by a suitably qualified person.

#### Routine daily cleaning

Routine cleaning should take pace during term time and on inset days and during the access times specified.

Routine cleaning shall also be undertaken to the Contract Standard on the day prior to the commencement of the Autumn, Spring and Summer terms and if any of those terms commences on a Monday that day shall be the previous Fridays.

In addition to the morning/afternoon school clean the school requires the toilets to be cleaned and serviced daily after lunch. The costs of this should be included in the core price for routine cleaning.

#### Furniture denotes:

Tables, desks, chairs, cupboards, filing cabinets, storage units, telephones, pianos, work surfaces

#### Computers and Audio Equipment

Computers, computer trolleys and audio equipment should be dry dusted only. Sprays, polishes and chemical solutions must not be used and such equipment should only be cleaned when it is inactive and uncovered. Equipment that is left turned on MUST NOT be touched. Dry dusting of computers, screens, keyboards, laptop trolleys, audio equipment and telephones should be part of the routine clean.

#### Cookers and Domestic Appliances

Freestanding cookers and domestic appliances used as teaching aids should not be cleaned on a day to day basis. They should be cleaned inside and out as part of the routine periodic clean. The Contractor will be responsible for pulling out such appliances where they can be moved (ie: not plumbed in) and cleaning both vertical and horizontal surfaces exposed by the removal of the appliance.

This should be carried out in the main school holidays specified above.

Additionally appliances used as staff facilities should be cleaned regularly, on the outside surfaces only, to meet the contract standards for furniture. They should be cleaned inside and out as part of the routine periodic clean.

#### Desks and Tables

Papers and items left on desks and tables should not be moved. However, dust should not be allowed to accumulate around such items. The Contractor should liaise with the Site Manager for desks and tables to be cleared at intervals to allow for full cleaning procedures to be carried out.

## Displays, Projects

Displays and projects should only be cleaned by arrangement with the Site Manager. Dust should not be allowed to accumulate on accessible surfaces around displays and projects.

#### **Dining Areas**

Dining rooms and other areas used as dining rooms that are specified in the breakdown of floor areas and room types should be cleaned on a daily basis to the contract standard specified for dining rooms. However, the surfaces of dining hall tables are excluded from this Contract.

#### Window Cleaning

The internal faces of external windows does not form part of the contract.

#### **Book Shelves**

The exposed surfaces of all shelves should be cleaned to the contract standard as part of the core price. The removal, cleaning and replacement of books may be requested as part of periodic cleaning.

#### IPad trolleys

The external exposed surfaces of the ipad storage trolleys should be cleaned to the contract standard as part of the core price. The removal, cleaning and replacement of IPads may be requested as part of periodic cleaning.

#### Stock Rooms/Store Rooms

Exposed areas of floor and shelf space should be kept free from dust, debris and stains. Full cleaning of stores and stockrooms should be carried out in liaison with the Premises Manager who will ensure that rooms are emptied for cleaning purposes and that items are replaced after cleaning. This should be carried out as part of the core work cost on request.

#### Cleaners Cupboards/Rooms

It is the responsibility of the Contractor to ensure that such rooms are maintained in a clean, tidy, hygienic condition commensurate with the contract standard.

#### Removal of Waste

All waste from waste bins and other designated waste receptacles should be placed in the refuse sacks provided by the Contractor.

The Contractor is responsible for the provision of waste bin liners and the cost should be included within the Contract price.

Refuse sacks should be filled to a safe capacity, tied securely and transported to the designated waste collection areas on each site.

The Contractor will not be required to dispose of any confidential waste and confidential waste bags must not be touched.

Instructions relating to segregated waste and its disposal will be given by the Premises Manager and must be complied with. The school operates a recycling scheme that requires the separation of waste into different types. The Premises Management team will advise on these requirements and the contractor is required to comply with them.

# Service standards

The Contractor will be required to provide the Service to the Contract standards shown below, which will be used by the Contractor and the Client for monitoring purposes. The Headteacher or their representative will act as the Client and Premises Manager on behalf of the School and the Governing Body.

# (A) Entrances, Corridors, Stairs and Lifts

Floors	Free from litter, debris, dust, grit, chewing gum and other foreign matter.
	Carpeted areas and dust control matting should additionally have a bright, stain free appearance.
	Vinyl, wood and granwood floors should additionally be dry and free from spillages, stains, marks, in-ground dirt and have a uniform, glossy appearance.
Waste bins	Empty and dry with inner and outer surfaces free from dirt and stains which can be removed by washing
Horizontal Surfaces Including window	Free from debris, dust, cobwebs, stains and smears, and of an even streak free appearance.
and other ledges, furniture, exposed shelving, radiator tops and below radiators	Fabric covered furniture should be free from dust and stains.
Vertical surfaces Including walls, furniture, internal glass, mirrors, skirting boards, radiators, fire appliances, electrical switches, doors, door surrounds and door furniture all under 3 metres	Free from visible dust, cobwebs, smears, finger marks, stains and scuff marks.
High ledges, pipe work, door tops/closers, cupboard and locker tops	Free from visible dust, cobwebs and stains
Internal glass walls over 3m	Free from visible dust, cobwebs and stains

# (B) Offices, staff rooms, meeting rooms

Floors	Free from litter, debris, dust, grit, chewing gum and other foreign matter.
	Carpeted areas and dust control matting should additionally have a bright, stain free appearance.
	Vinyl, wood and granwood floors should be dry and free from spillages, stains, marks, in-ground dirt and have a uniform, glossy appearance.
Waste bins	Empty and dry with inner and outer surfaces free from dirt and stains which can be removed by washing
Sinks/hand basins/splashbacks	Free from dirt, dust, marks, smears, water/splash marks
basilis/spiasilbacks	Outlets and overflows should be free from debris
	Bright metal work should be shiny and free from marks and smears, build up of scale particularly around the base of taps.
	Plugs and chains should be free from grease and dirt.
	Stainless steel and ceramic fittings and tiles should be dry and of an even bright appearance.
	Plastic fittings should be dry and uniform in appearance.
	Paper towel dispensers should be clean and adequately stocked
Horizontal surfaces Including window and other ledges,	Free from dust, cobwebs, stains, and smears and of an even streak-free appearance.
furniture, exposed shelving, radiator tops, and below radiators	Fabric covered furniture should be free from dust and stains.
Vertical Surfaces Including walls, furniture, internal glass, mirrors, skirting boards, radiators, fire appliances, electrical switches, doors, door frames and door furniture all under 3 metres	Free from visible dust, cobwebs free from smears, finger marks, stains and scuff marks.
High ledges, pipe work, door tops/closers, cupboard and locker tops	Free from visible dust, cobwebs and stains

# (C) Classrooms, libraries, teaching areas, recreation areas, medical rooms

Floors	Free from litter, debris, dust, grit, chewing gum and other foreign matter.
	Carpeted areas and dust control matting should additionally have a bright, stain-free appearance.
	Vinyl, wood and granwood floors should additionally be dry and free from spillages, stains, marks, in-ground dirt and have a uniform, glossy appearance.
Waste bins	Empty and dry with inner and outer surfaces free from dirt and stains which can be removed by washing
Sinks/hand	Free from dirt, dust, marks, smears, water/splash marks
basins/splashbacks	Outlets and overflows should be free from debris
	Bright metal work should be shiny and free from marks and smears, build up of scale, particularly around the base of taps.
	Plugs and chains should be free from grease and dirt.
	Stainless steel and ceramic fittings and tiles should be dry and of an even bright appearance.
	Plastic fittings should be dry and uniform in appearance.
	Paper towel dispensers should be clean and adequately stocked
Horizontal surfaces Including window and other ledges,	Free from dust, cobwebs, stains, and smears and of an even streak-free appearance.
furniture, exposed shelving, radiator tops, and below radiators	Fabric covered furniture should be free from dust and stains.
Vertical Surfaces Including walls, furniture, internal glass, mirrors, skirting boards, radiators, fire appliances, electrical switches, doors, door frames and door furniture all under 3 metres	Free from visible dust, cobwebs free from smears, finger marks, stains and scuff marks.
High ledges, pipe work, door tops/closers, cupboard tops	Free from visible dust, cobwebs and stains

# (D) Sanitary areas

Floors	Free from litter, debris, dust, grit, chewing gum and other foreign matter.
	Vinyl, wood and granwood floors should additionally be dry and free from spillages, stains, marks, in-ground dirt and have a uniform, glossy appearance.
Sinks/hand	Free from dirt, dust, marks, smears, water/splash marks
basins/splashbacks Hand dryers	Outlets and overflows should be free from debris
	Bright metal work should be shiny and free from marks and smears, build up of scale particularly around the base of taps.
	Plugs and chains should be free from grease and dirt.
	Stainless steel and ceramic fittings and tiles should be dry and of an even bright appearance.
	Plastic fittings should be dry and uniform in appearance.
	Hand dryers should be free from dust, debris, stains and marks
WCs	Internal and external surfaces should be free from dirt, dust, marks and debris
	Free from limescale, cleaning chemicals and build up of dirt especially around seats, hinges and associated pipework.
	Ceramic fittings should be free from dirt and stains and of a uniform bright appearance.
	WC seats should be left dry.
	WC paper holders should be clean and adequately stocked.
Showers/surrounds	Free from dirt, dust, marks, smears, water/splash marks
	Bright metal work should be shiny and free from marks and smears, build up of scale particularly around shower furniture and associated pipework.
	Outlets to be free from debris and dirt.
	Ceramic fittings and tiles to be of a uniform bright appearance.
	Shower heads to be free from build up of limescale.
Horizontal Surfaces Including window and other ledges, radiator tops and below	Free from debris, dust, cobwebs, stains and smears, and of an even streak free appearance
radiators	

Vertical Surfaces Including walls, furniture, internal glass, mirrors, skirting boards, radiators, fire appliances, electrical switches, doors, door frames and door furniture all under 3 metres	Free from visible dust, cobwebs free from smears, finger marks, stains and scuff marks, in particular walls and skirting boards below electric hand dryers.
High ledges, pipe work, door tops/closers, cupboard tops	Free from visible dust, cobwebs and stains

# (E). Main Hall/ Dining Room

Floors	Free from litter, debris, dust, grit, chewing gum and other foreign matter.	
	Carpeted areas and dust control matting should additionally have a bright, stain free appearance.	
	Vinyl, wood and granwood floors should additionally be dry and free from spillages, stains, marks, inground dirt and have a uniform, glossy appearance.	
Waste bins (excluding the food waste bins)	Empty and dry with inner and outer surfaces free from dirt and stains which can be removed by washing	
Horizontal Surfaces Including window and other ledges, radiator tops and below radiators	Free from debris, dust, cobwebs, stains and smears, and of an even streak free appearance	
Vertical Surfaces Including walls, furniture, internal glass, mirrors, skirting boards, radiators, fire appliances, electrical switches, doors, door frames and door furniture all under 3 metres	Free from visible dust, cobwebs free from smears, finger marks, stains and scuff marks.	
High ledges, pipe work, door tops/closers, cupboard tops	Free from visible dust, cobwebs and stains	

## Periodic and Holiday Cleaning

Periodic deep cleaning is undertaken to ensure that the standards defined under daily cleaning are met in full.

The main Periodic Cleaning shall be carried out during the Summer Holidays and an interim periodic clean during the February half term break, but may also occur during other school holidays where it has not been possible to carry out the periodic clean due to building maintenance work.

# Holiday Cleaning tasks

Domestic appliances, such as fridges, freezers, microwaves, ovens and ovens should be cleaned inside and out during the school holidays.

# Periodic cleaning tasks

In order to maintain the site to contract standards, it is necessary to carry out certain periodic tasks during school holiday periods when normal school activities are not in progress. However, at those times, teaching and/or administrative staff may be on site and other contractors might be carrying out maintenance and improvement work. The Contractor should liaise with the Headteacher or his representative to determine access times and work programmes.

#### This may include:

- · Water extraction cleaning procedures for carpets and soft upholstery.
- Scrubbing of hard floors
- · Periodic cleaning of walls and surfaces over 3 metres in height
- Cleaning of ceiling and wall mounted light fittings and diffusers to ensure that they are free from dust, debris, stains and marks.

#### Cleaning behind and below movable furniture.

Movable furniture i.e. cupboards and storage units, apparatus, appliances, pianos that have wheels/castors should be pulled out. Dirt, debris and objects should be removed, the exposed floor area cleaned and dust, dirt, stains and marks removed from the back and sides of the unit.

#### **Furniture**

Tables and chairs should be thoroughly cleaned on all surfaces including underneath to ensure they are free from dust, dirt stains and marks.

# IT equipment

lpad and laptop trolleys should be cleaned thoroughly inside and out. All devices including the charging trolley should unplugged and devices removed prior to cleaning.

Specialist Keyboard, monitor and computer cleaning, including laptops and ipads should be undertaken during the two periodic cleans.

#### **Floors**

Machine stripping, resealing and polishing of hard floors may be required but would be outside the scope of this contract.

# APPENDIX 4 - School's Safeguarding Policy

Southwark Park Primary School is committed to providing a safe and secure environment for children, staff and visitors and promoting a climate where children and adults will feel confident about sharing any concerns which they may have about their own safety or the well-being of others. We aim to safeguard and promote the welfare of children by protecting them from maltreatment; preventing impairment of children's health or development; ensuring that children grow up in circumstances consistent with the provision of safe and effective care; and taking action to enable all children to have the best outcomes.

The School's Child Protection (CP) policy draws upon duties conferred by the Children Acts 1989 and 2004, The Children and Families Act 2014, S175 of the 2002 Education Act, The Education (Independent School Standards) Regulations 2014 (for independent schools), The Non-Maintained Special Schools (England) Regulations 2015 (for non-maintained special schools) and the guidance contained in "Working Together to Safeguard Children", the DfE's statutory guidance "Keeping children safe in education", Ofsted Guidance and procedures produced by the London Safeguarding Children Board (LSCB) and the Southwark Safeguarding Children Partnership (SSCP). We also have regard to the advice contained in DfE's "What to do if you're worried a child is being abused" and "Information Sharing – Advice for practitioners". The policy is applicable to all on and off-site activities undertaken by pupils whilst they are the responsibility of the School.

We will ensure that all staff read at least Part one of DfE guidance "<u>Keeping children safe in education</u>" and that mechanisms are in place to assist staff to understand and discharge their role and responsibilities as set out in Part one.

# **POLICY AIMS**

The purpose of this policy is to:

- Identify the names of responsible persons in the school and explain the purpose of their role
- Outline the role of the governing body
- Describe what should be done if anyone in the school has a concern about the safety and welfare of a child who attends the school
- Identify the particular attention that should be paid to those children who fall into a category that might be deemed "vulnerable"
- Set out expectations in respect of training
- Ensure that those responsible for recruitment are aware of how to apply safeguarding principles in employing staff
- Set out expectations of how to ensure children are safeguarded when there is potential to come into contact with non-school staff, e.g. volunteers, contractors etc.
- Outline how complaints against staff will be handled
- Set out expectations regarding record keeping
- Clarify how children will be kept safe through the everyday life of the school
- Outline how the implementation of this policy will be monitored.

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This policy is consistent with all other policies adopted by the Governors and should in particular be read in conjunction with the following policies relevant to the safety and welfare of children:

- Educational visits
- Health & Safety
- Equality Act 2010
- Behaviour for Learning

- Attendance
- Anti-Bullying policy
- Positive Handling policy
- E-safety policy

# RESPONSIBILITIES AND IMMEDIATE ACTION

Safeguarding and promoting the welfare of children in our school is the responsibility of the whole school community. All adults working in this School (including visiting staff, volunteers and students on placement) are required to report instances of actual or suspected child abuse or neglect to the Designated Safeguarding Lead who is a member of the school's leadership team.

#### The Designated Safeguarding Lead is: Karen Foreman

# The Deputy Designated Safeguarding Lead(s) are: Carole Pellicci, Carl Vernalls, Sharon Bennett

The Designated Safeguarding Lead (DSL) takes lead responsibility for safeguarding and child protection (including online safety) and provides advice and support to other staff on child welfare and child protection matters, takes part in strategy discussions and inter-agency meetings, and/or supports other staff to do so, and contributes to the assessment of children. DSL is the first point of contact for external agencies that are pursuing Child Protection investigations and co-ordinates the school's representation at CP conferences and Core Group meetings (including the submission of written reports for conferences). When an individual concern/incident is brought to the notice of the Designated Safeguarding Lead, they will be responsible for deciding upon whether or not this should be reported to other agencies as a safeguarding issue. Where there is any doubt as to the seriousness of this concern, or disagreement between the Designated Safeguarding Lead and the member of staff reporting the concern, advice will be sought from the Deputy Designated Safeguarding Lead (DDSL) or the LA's Strategic Lead Officer for safeguarding in education services. If a child is in immediate danger or is at risk of harm, a referral will be made to Southwark Multi Agency Safeguarding Hub (MASH) (or its equivalent in another LA if the child resides in a different LA) and/or the police immediately.

Although all staff should be aware of the process for making referrals to children's social care and for statutory assessments that may follow a referral, along with the role they might be expected to play in such assessments, the DSL (and any deputies) are most likely to have a complete safeguarding picture and be the most appropriate person to advise on the response to safeguarding concerns. The DSL or a deputy will always be available to discuss safeguarding concerns. If in exceptional circumstances, the DSL (or deputy) is not available, this should not delay appropriate action being taken. Staff should consider speaking to a member of the senior leadership team and/or take advice from local children's social care. In these circumstances, any action taken should be shared with the DSL (or deputy) as soon as is practically possible.

# THE ROLE OF THE GOVERNING BODY

The Governing Body will ensure that they comply with their duties under legislation and that the policies, procedures and training in the school are effective and comply with the law at all times. Governors are expected to receive appropriate training on safeguarding at induction that is updated regularly. In addition, they should receive information (for example, via emails, e-bulletins and newsletters) on safeguarding and child protection at least annually so that they

can demonstrate knowledge of their responsibilities relating to the protection of children, young people and vulnerable adults.

The Governing Body will ensure that the school contributes to inter-agency working in line with statutory guidance "<u>Working Together to Safeguard Children</u>" and that the school's safeguarding arrangements take into account the procedures and practice of the local authority as part of the inter-agency safeguarding procedures set up by the Southwark Safeguarding Children Partnership (SSCP).

The Governing Body has formally adopted this policy and will review its contents annually or sooner if any legislative or regulatory changes are notified to it by the designated governor or the headteacher.

The Governing Body has nominated Sylvia Lang as a lead to take leadership responsibility for the school's safeguarding arrangements.

Concerns about and allegations of abuse made against the headteacher will be referred to the chair of governors who will liaise with the LA's designated officer (DO) and partner agencies and will attend any strategy meetings called in respect of such an allegation against the headteacher.

As a good practice, the headteacher will provide termly report to the Governing Body outlining details of any safeguarding issues that have arisen during the term and the outcome of any cases identified. These reports will respect all issues of confidentiality and will not therefore identify any person(s) by name.

Also as a good practice, the nominated governor will meet on a regular basis with the DSL to monitor the school's safeguarding arrangements and both the volume and progress of cases where a concern has been raised to ensure that the school is meeting its duties in respect of safeguarding.

#### Types of child abuse and neglect

**Abuse**: a form of maltreatment of a child. Somebody may abuse or neglect a child by inflicting harm, or by failing to act to prevent harm. They may be abused by an adult or adults or another child or children.

**Physical abuse**: a form of abuse which may involve hitting, shaking, throwing, poisoning, burning or scalding, drowning, suffocating or otherwise causing physical harm to a child. Physical harm may also be caused when a parent or carer fabricates the symptoms of, or deliberately induces, illness in a child.

**Emotional abuse**: the persistent emotional maltreatment of a child such as to cause severe and adverse effects on the child's emotional development. It may involve conveying to a child that they are worthless or unloved, inadequate, or valued only insofar as they meet the needs of another person. It may include not giving the child opportunities to express their views, deliberately silencing them or 'making fun' of what they say or how they communicate. It may feature age or developmentally inappropriate expectations being imposed on children. These may include interactions that are beyond a child's developmental capability as well as overprotection and limitation of exploration and learning, or preventing the child participating in normal social interaction. It may involve seeing or hearing the ill-treatment of another. It may involve serious bullying (including cyberbullying), causing children frequently to feel frightened or in danger, or the exploitation or corruption of children. Some level of emotional abuse is involved in all types of maltreatment of a child, although it may occur alone.

**Sexual abuse**: involves forcing or enticing a child or young person to take part in sexual activities, not necessarily involving a high level of violence, whether or not the child is aware of what is happening. The activities may involve physical contact, including assault by penetration (for example rape or oral sex) or non-penetrative acts such as masturbation, kissing, rubbing and touching outside of clothing. They may also include non-contact activities, such as involving children in looking at, or in the production of, sexual images, watching sexual activities, encouraging children to behave in sexually inappropriate ways, or grooming a child in preparation for abuse (including via the internet). Sexual abuse is not solely perpetrated by adult males. Women can also commit acts of sexual abuse, as can other children.

**Neglect**: the persistent failure to meet a child's basic physical and/or psychological needs, likely to result in the serious impairment of the child's health or development. Neglect may occur during pregnancy as a result of maternal substance abuse. Once a child is born, neglect may involve a parent or carer failing to: provide adequate food, clothing and shelter (including exclusion from home or abandonment); protect a child from physical and emotional harm or danger; ensure adequate supervision (including the use of inadequate care-givers); or ensure access to appropriate medical care or treatment. It may also include neglect of, or unresponsiveness to, a child's basic emotional needs.

Safeguarding incidents and/or behaviours can be associated with factors outside the school or college and/or can occur between children outside the school or college. All staff, but especially the DSL and DDSLs will be considering the context within which such incidents and/or behaviours occur. This is known as <a href="Contextual Safeguarding">Contextual Safeguarding</a>, which simply means assessments of children should consider whether wider environmental factors are present in a child's life that are a threat to their safety and/or welfare.

# In addition to these types of abuse and neglect, members of staff will also be alert to following specific safeguarding issues:

# **Child Sexual Exploitation (CSE)**

CSE is a type of sexual abuse in which children are sexually exploited for money, power or status. Children or young people may be tricked into believing they are in a loving, consensual relationship. They might be invited to parties and given drugs and alcohol. They may also be groomed online. Some indicators of children being sexually exploited are:

- going missing for periods of time or regularly coming home late;
- regularly missing school or education or not taking part in education;
- appearing with unexplained gifts or new possessions;
- associating with other young people involved in exploitation;
- · having older boyfriends or girlfriends;
- suffering from sexually transmitted infections;
- mood swings or changes in emotional wellbeing;
- drug and alcohol misuse and displaying inappropriate sexualised behaviour.

A child under the age of 13 is not legally capable of consenting to sex (it is statutory rape) or any other type of sexual touching. Sexual activity with a child under 16 is also an offence. It is an offence for a person to have a sexual relationship with a 16 or 17 year old if that person holds a position of trust or authority in relation to the young person. Non consensual sex is rape whatever the age of the victim. If the victim is incapacitated through drink or drugs, or the victim or his or her family has been subject to violence or the threat of it, they can not be considered to have given true consent and therefore offences may have been committed. Child sexual exploitation is therefore potentially a child protection issue for all children under the age of 18.

Where it comes to our notice that a child under the age of 13 is, or may be, sexually active, whether or not they are a pupil of this school, this will result in an immediate referral to Children's Services. In the case of a young person between the ages of 13 and 16, an individual risk assessment will be conducted in accordance with the <u>London Child Protection Procedures</u>. This will determine how and when information will be shared with parents and the investigating agencies.

# 'Sexting'

Creating and sharing sexual photos and videos of under-18s is illegal. Sharing youth produced sexual imagery, which is commonly known as 'sexting' covers the incidents where

- A person under the age of 18 creates and shares sexual imagery of themselves with a peer under the age of 18
- A person under the age of 18 shares sexual imagery created by another person under the age of 18 with a peer under the age of 18 or an adult
- A person under the age of 18 is in possession of sexual imagery created by another person under the age of 18.

When such an incident involving youth produced sexual imagery comes to a member of staff's attention, this will be shared with the designated safeguarding lead with a view to referring to appropriate agencies following the referral procedures. Further information and advice on youth produced sexual imagery is available in the non-statutory guidance produced by the UK Council for Child Internet Safety (UKCCIS) 'Sexting in schools and colleges'.

#### Peer on peer abuse

Children are capable of abusing their peers. This can take different forms, such as

- bullying (including cyberbullying),
- physical abuse (such as hitting, kicking, shaking, biting, hair pulling, or otherwise causing physical harm; violence, particularly pre-planned, forcing other children to use drugs or alcohol, initiation/hazing type violence and rituals),
- emotional abuse (blackmail or extortion, threats and intimidation) sexual violence, such as rape, assault by penetration and sexual harassment; such as sexual comments, remarks, jokes and online sexual harassment,
- sexting, sexual abuse (indecent exposure, indecent touching or serious sexual assaults, forcing other children to watch pornography or take part in sexting) and sexual exploitation (encouraging other children to engage in inappropriate sexual behaviour, having an older boyfriend/girlfriend, associating with unknown adults or other sexually exploited children,
- staying out overnight, photographing or videoing other children performing indecent acts) and upskirting, which typically involves taking a picture under a person's clothing without them knowing, with the intention of viewing their genitals or buttocks to obtain sexual gratification or cause the victim humiliation, distress or alarm.

Upskirting is now a criminal offence. Although it is more likely that girls will be victims and boys perpetrators, all peer on peer abuse is unacceptable and will be taken seriously. We do not tolerate these or pass them off as "banter", "just having a laugh" or "part of growing up".

The school has a strong commitment to an anti-bullying policy and will consider all coercive acts and peer on peer abuse within a Child Protection context. We recognise that some pupils will sometimes negatively affect the learning and wellbeing of other pupils and their behaviour will be dealt with under the school's behaviour policy.

As a school, we will minimise the risk of allegations against other pupils by providing a developmentally appropriate PSHE syllabus which develops pupils' understanding of acceptable behaviour and keeping themselves safe. Having systems in place for any pupil to raise concerns with staff, knowing that they will be listened to, believed and valued. Delivering targeted work on assertiveness and keeping safe to those pupils identified as being at risk, developing robust risk assessments and providing targeted work for pupils identified as being a potential risk to other pupils. Any possible peer on peer abuse case will be shared with the DSL with a view to referring to appropriate agencies following the referral procedures.

#### Sexual violence and sexual harassment between children

Sexual violence and sexual harassment can occur between two children of any age and sex. It can also occur through a group of children sexually assaulting or sexually harassing a single child or group of children. It can occur online and offline (both physically and verbally). It is more likely that girls will be the victims of sexual violence and sexual harassment and more likely it will be perpetrated by boys.

Children who are victims of sexual violence and sexual harassment will find the experience stressful and distressing. This will affect their educational attainment. Staff will share any concerns about or knowledge of such incidents immediately with the DSL with a view to ensuring that support systems are in place for victims (and alleged perpetrators). We take these incidents seriously and ensure that victims are protected, offered appropriate support and every effort is made to ensure their education is not disrupted.

Where necessary, we will work with relevant external agencies to address the issue, which may include a referral to MASH and reporting to the Police. Further information is available in 'Part 5: Child on child sexual violence and sexual harassment' of DfE guidance "Keeping children safe in education".

#### Serious violence

All staff will be made aware of indicators, which may signal that children are at risk from, or are involved with serious crime.

These may include increased absence from school, a change in friendships or relationships with older individuals or groups, a significant decline in performance, signs of self-harm or significant change in wellbeing, or signs of assault or unexplained injuries.

Unexplained gifts or new possessions could also indicate that children have been approached by, or are involved with, individuals associated with criminal networks or gangs. We are also aware that fear and a need for self-protection is a key motivation for children to carry a weapon – it affords a child a feeling of power.

Neighbourhoods with high levels of deprivation and social exclusion generally have the highest rates of gun and knife crime. Children are more likely to carry knives and other weapons than guns. All staff will be aware of the associated risks and will share any concerns about or knowledge of such children immediately with the DSL. Further advice on these is available in the Home Office documents <u>Preventing youth violence and gang involvement</u> and <u>Criminal exploitation of children and vulnerable adults: county lines</u>.

# Child criminal exploitation: county lines

Criminal exploitation of children is a geographically widespread form of harm that is a typical feature of county lines criminal activity: drug networks or gangs groom and exploit children

and young people to carry drugs and money from urban areas to suburban and rural areas, market and seaside towns. Key to identifying potential involvement in county lines are missing episodes, when the victim may have been trafficked for the purpose of transporting drugs.

Like other forms of abuse and exploitation, county lines exploitation can affect any child or young person (male or female) under the age of 18 years; can still be exploitation even if the activity appears consensual; it can involve force and/or enticement-based methods of compliance and is often accompanied by violence or threats of violence; can be perpetrated by individuals or groups, males or females, and young people or adults; and is typified by some form of power imbalance in favour of those perpetrating the exploitation. Whilst age may be the most obvious, this power imbalance can also be due to a range of other factors including gender, cognitive ability, physical strength, status, and access to economic or other resources.

# **Violence Against Women and Girls (VAWG)**

VAWG is defined as any act of gender–based violence that results in, or is likely to result in physical, sexual or psychological harm or suffering to women including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or private life. VAWG is the umbrella term which brings together multiple forms of serious violence such as crimes committed in the name of "honour"; domestic abuse; female genital mutilation (FGM); forced marriage; sexual violence, abuse, exploitation and rape; stalking; harassment; trafficking for sexual exploitation; prostitution. If members of staff have a concern about or knowledge of any VAWG incidents, they will share it immediately with the DSL with a view to referring to appropriate agencies. We also note *Southwark's VAWG Strategy*.

# So-called 'honour-based' violence (HBV)

HBV includes incidents or crimes which have been committed to protect or defend the honour of the family and/or the community, including female genital mutilation (FGM), forced marriage, and practices such as breast ironing. Abuse committed in the context of preserving "honour" often involves a wider network of family or community pressure and can include multiple perpetrators. All forms of HBV are abuse (regardless of the motivation) and will be handled and escalated as such. If members of staff have a concern about or knowledge of a child that might be at risk of HBV or who has suffered from HBV, they will share it immediately with the DSL with a view to referring to appropriate agencies.

# Female Genital Mutilation (FGM)

FGM is a procedure where the female genital organs are injured or changed and there is no medical reason for this. It is frequently a very traumatic and violent act for the victim and can cause harm in many ways. The practice can cause severe pain and there may be immediate and/or long-term health consequences, including mental health problems, difficulties in childbirth, causing danger to the child and mother; and/or death.

FGM is a deeply embedded social norm, practised by families for a variety of complex reasons. It is often thought to be essential for a girl to become a proper woman, and to be marriageable. The practice is not required by any religion.

FGM is an unacceptable practice for which there is no justification. It is child abuse and a form of violence against women and girls.

FGM is prevalent in 30 countries and is a deeply rooted practice, widely carried out mainly among specific ethnic populations in Africa and parts of the Middle East and Asia. While FGM is concentrated in countries around the Atlantic coast to the Horn of Africa, in areas of the Middle East like Iraq and Yemen, it has also been documented in communities in Colombia,

Iran, Israel, Oman, The United Arab Emirates, The Occupied Palestinian Territories, India, Indonesia, Malaysia, Pakistan and Saudi Arabia. It has also been identified in parts of Europe, North America and Australia.

FGM is illegal in the UK. It is estimated that approximately 60,000 girls aged 0-14 were born in England and Wales to mothers who had undergone FGM and approximately 103,000 women aged 15-49 and approximately 24,000 women aged 50 and over who have migrated to England and Wales are living with the consequences of FGM. In addition, approximately 10,000 girls aged under 15 who have migrated to England and Wales are likely to have undergone FGM.

We note a new duty that was introduced on 31 October 2015 that requires teachers, which includes qualified teachers or persons who are employed or engaged to carry out teaching work in schools and other institutions to report 'known' cases of FGM in girls aged under 18 to the police. The duty applies to any teacher who is employed or engaged to carry out 'teaching work', whether or not they have qualified teacher status, in maintained schools, academies, free schools, independent schools, non-maintained special schools, sixth form colleges, 16-19 academies, relevant youth accommodation or children's homes in England. The duty does not apply in relation to suspected cases – it is limited to 'known' cases' (i.e. those which are visually identified or disclosed to a professional by the victim). It will be rare for teachers to see visual evidence, and they should not be examining pupils or students. The duty does not apply in cases where the woman is over 18 at the time of the disclosure/discovery of FGM (even if she was under 18 when the FGM was carried out). Further information on this duty can be found in the document "Mandatory Reporting of Female Genital Mutilation – procedural information". A useful summary of the FGM mandatory reporting duty is available in FGM Fact Sheet.

Teachers in our school will personally report to the police cases where they discover that an act of FGM appears to have been carried out. Unless the teacher has good reason not to, they will still discuss any such case with the designated safeguarding lead (or deputy) with a view to involving children's social care as appropriate.

# **Preventing Radicalisation**

The Counter-Terrorism and Security Act 2015 places a duty on specified authorities, including local authorities and childcare, education and other children's services providers, in the exercise of their functions, to have due regard to the need to prevent people from being drawn into terrorism ("the Prevent duty"). Young people can be exposed to extremist influences or prejudiced views, in particular those via the internet and other social media. Schools can help to protect children from extremist and violent views in the same ways that they help to safeguard children from drugs, gang violence or alcohol.

Examples of the ways in which people can be vulnerable to radicalisation and the indicators that might suggest that an individual might be vulnerable:

- Example indicators that an individual is engaged with an extremist group, cause or ideology include: spending increasing time in the company of other suspected extremists; changing their style of dress or personal appearance to accord with the group; their day-to-day behaviour becoming increasingly centred around an extremist ideology, group or cause; loss of interest in other friends and activities not associated with the extremist ideology, group or cause; possession of material or symbols associated with an extremist cause (e.g. the swastika for far right groups); attempts to recruit others to the group/cause/ideology; or communications with others that suggest identification with a group/cause/ideology.
- Example indicators that an individual has an intention to use violence or other illegal means include: clearly identifying another group as threatening what they stand for

and blaming that group for all social or political ills; using insulting or derogatory names or labels for another group; speaking about the imminence of harm from the other group and the importance of action now; expressing attitudes that justify offending on behalf of the group, cause or ideology; condoning or supporting violence or harm towards others; or plotting or conspiring with others.

 Example indicators that an individual is capable of contributing directly or indirectly to an act of terrorism include: having a history of violence; being criminally versatile and using criminal networks to support extremist goals; having occupational skills that can enable acts of terrorism (such as civil engineering, pharmacology or construction); or having technical expertise that can be deployed (e.g. IT skills, knowledge of chemicals, military training or survival skills).

The examples above are not exhaustive and vulnerability may manifest itself in other ways. There is no single route to terrorism nor is there a simple profile of those who become involved. For this reason, any attempt to derive a 'profile' can be misleading. It must not be assumed that these characteristics and experiences will necessarily lead to individuals becoming terrorists, or that these indicators are the only source of information required to make an appropriate assessment about vulnerability.

**Channel** is a programme which focuses on providing support at an early stage to people who are identified as being vulnerable to being drawn into terrorism that uses existing collaboration between local authorities, the police, statutory partners (such as the education sector, social services, children's and youth services and offender management services) and the local community.

We will refer children at risk of harm as a result of involvement or potential involvement in extremist activity to Southwark Multi Agency Safeguarding Hub (MASH). The MASH will share the referral details of new referrals with the Prevent lead police officer and LA Prevent coordinator at the point the referral is received. The referral will then be processed though the MASH multi agency information sharing system and parallel to this the Prevent police officer will be carrying out initial screening checks. The Prevent police officer will make a referral to the Channel Practitioner if there are sufficient concerns.

#### **Private Fostering**

Private fostering is when a child under the age of 16 (under 18 if disabled) is cared for by someone who is not their parent or a 'close relative'. This is a private arrangement made between a parent and a carer, for 28 days or more. Close relatives are defined as step-parents, grandparents, brothers, sisters, uncles or aunts (whether of full blood, half blood or by marriage). Great grandparents, great aunts, great uncles and cousins are not regarded as close relatives.

The law requires that Southwark Council should be notified if anyone is looking after someone else's child for 28 days or more. The purpose of the council's involvement is to support the child and private foster family (and wherever possible the biological parent/s) with any issues arising. These may be practical issues such as benefits, housing, immigration or emotional issues such as keeping contact with biological family, maintaining cultural identity.

If we become aware of a child in a private fostering arrangement within Southwark, we will notify the council's Multi Agency Safeguarding Hub (MASH) by emailing MASH@southwark.gov.uk or calling 020 7525 1921. Advice about whether there is a need to notify the council, can be obtained by calling 07539 346808 or sending an email to privatefosteringadvice@southwark.gov.uk.

# **REFERRALS**

Where there is a safeguarding concern, we take into account the child's wishes and feelings when determining what action to take and what services to provide. We have systems in place

for children to express their views and give feedback. We acknowledge that children who are affected by abuse or neglect may demonstrate their needs and distress through their words, actions, behaviour, demeanour, school work or other children. Ultimately, all our systems and processes operate with the best interests of the child at heart.

Referrals to services regarding concerns about a child or family typically fall into three categories:

- Early Help Services:
- Child in need Section 17 (Children Act 1989) referrals;
- Child protection Section 47 (Children Act 1989) referrals.

<u>The Southwark Safeguarding Board Multi Agency Threshold Guide</u> sets out the different levels of need and detailed guidance about how concerns within these different levels should be responded to by Southwark agencies.

Safeguarding referrals should be made to Southwark Multi Agency Safeguarding Hub (MASH) via Inter Agency Referral Form (IARF) and copied to the LA's Schools Safeguarding Coordinator. Prior to any written IARF being sent as a referral to social care, there should be a verbal consultation with the MASH social worker or manager, by calling the duty desk on 020 7525 1921, to ensure that making a referral is an appropriate action. The parent/carer will normally be contacted to obtain their consent before a referral is made. However, if the concern involves, for example alleged or suspected child sexual abuse, Honour Based Violence, fabricated or induced illness or the Designated Safeguarding Lead has reason to believe that informing the parent at this stage might compromise the safety of the child or a staff member, nothing should be said to the parent/carer ahead of the referral, but a rationale for the decision to progress without consent should be provided with the referral.

When we make a referral, the local authority should make a decision, within one working day of a referral being made, about the type of response that is required and should let us, as the referrer know the outcome. We will follow up if this information is not forthcoming.

If, after a referral, the child's situation does not appear to be improving, we will consider following local escalation procedures to ensure that the concerns have been addressed and, most importantly, that the child's situation improves.

The <u>Early Help Referral Form</u> will be used to request additional early help for a family when the needs of a child are beyond the level of support that can be provided by universal services.

In circumstances where a child has an unexplained or suspicious injury that requires urgent medical attention, the CP referral process should not delay the administration of first aid or emergency medical assistance. If a pupil is thought to be at immediate risk because of parental violence, intoxication, substance abuse, mental illness or threats to remove the child during the school day, for example, urgent Police intervention will be requested.

Where a child sustains a physical injury or is distressed as a result of reported chastisement, or alleges that they have been chastised by the use of an implement or substance, this will immediately be reported for investigation.

All parents applying for places at this school will be informed of our safeguarding responsibilities and the existence of this policy. In situations where pupils sustain injury or are otherwise affected by an accident or incident whilst they are the responsibility of the school, parents will be notified of this as soon as possible.

Southwark Park Primary School recognises the need to be alert to the risks posed by strangers or others (including the parents or carers of other pupils) who may wish to harm children in school or pupils travelling to and from school and will take all reasonable steps to lessen such risks.

#### **VULNERABLE PUPILS**

Particular vigilance will be exercised in respect of pupils who are subject to Child Protection Plan and any incidents or concerns involving these children will be reported immediately to the allocated Social Worker (and confirmed in writing; copied to the LA's Schools Safeguarding Coordinator). If the pupil in question is a Looked-After child, this will also be brought to the notice of the Designated Person with responsibility for children in public care. The School's Designated Teacher for Looked-after and Previously Looked-after Children will work with the virtual school head, who manages pupil premium plus for looked after children, to discuss how funding can be best used to support the progress of looked after children in the school and meet the needs identified in the child's personal education plan. The designated teacher will also work with the virtual school head to promote the educational achievement of previously looked after children. We note the DfE's statutory guidance <u>Designated teacher for looked-after and previously looked-after children</u>.

We acknowledge that children with special educational needs (SEN) and disabilities can face additional safeguarding challenges. We are aware that additional barriers can exist when recognising abuse and neglect in this group of children. This can include assumptions that indicators of possible abuse such as behaviour, mood and injury relate to the child's disability without further exploration; children with SEN and disabilities can be disproportionally impacted by things like bullying- without outwardly showing any signs; and communication barriers and difficulties in overcoming these barriers.

If a pupil discloses that they have witnessed domestic abuse or it is suspected that they may be living in a household which is affected by family violence, this will be referred to the Designated Safeguarding Lead as a safeguarding issue.

The School also acknowledges the additional need for support and protection of children who are vulnerable by virtue of homelessness, refugee/asylum seeker status, the effects of substance abuse within the family, those who are young carers, mid-year admissions, pupils who are excluded from school and pupils where English is an additional language, particularly for very young children, using the translation service if necessary.

# **TRAINING**

All staff members will receive appropriate safeguarding and child protection training (including online safety) which is regularly updated. In addition, all staff members will receive safeguarding and child protection updates (for example, via email, e-bulletins and staff meetings), as required, but at least annually, to provide them with relevant skills and knowledge to safeguard children effectively. All newly recruited staff (teaching and non-teaching) and Governors will be apprised of this policy and will be required to attend relevant LA or Southwark Safeguarding Children Partnership (SSCP) training. In addition, all new staff and temporary staff will be required to attend an induction session with the Designated Safeguarding Lead or their deputy on their first day in the school.

The Designated Safeguarding Lead (and their Deputies) will attend the LA's dedicated induction course and then refresher training at least every two years. The designated safeguarding lead will also undertake Prevent awareness training and will be able to understand the unique risks associated with online safety. In addition to this formal training, their knowledge and skills will be refreshed (for example, via e-bulletins, meeting other designated safeguarding leads or simply taking time to read and digest safeguarding developments) at regular intervals, as required, but at least annually, to allow them to understand and keep up with any developments relevant to their role. Designated staff will be encouraged to attend appropriate network meetings and to participate in the <u>multi-agency training programme</u> organised by the Southwark Safeguarding Children Partnership (SSCP).

# **RECRUITMENT**

Southwark Park Primary School is committed to the principles of safer recruitment and, as part of that, adopts recruitment procedures that help deter, reject and/or identify people who might abuse children. Safe recruitment processes are followed and all staff recruited to the school will be subject to appropriate identity, qualification and health checks. References will be verified and appropriate criminal record checks [Disclosure and Barring Service (DBS) checks], barred list checks and prohibition checks will be undertaken. The level of DBS check required, and whether a prohibition check is required, will depend on the role and duties of an applicant to work in the school, as outlined in Part three of the DfE guidance "Keeping children safe in education". We will also have regard to DfE's statutory guidance for schools about the employment of staff disqualified from childcare "Disqualification under the Childcare Act 2006", which also contains information about 'disqualification by association'.

Relevant members of staff and governors who are involved in recruitment will undertake safer recruitment training. The school will ensure that at least one person on any appointment panel has undertaken safer recruitment training in line with staffing regulations.

This School will only use employment agencies which can demonstrate that they positively vet their supply staff and will report the misconduct of temporary or agency staff to the agency concerned and to the LA. Staff joining the School on a permanent or temporary basis will be given a copy of this policy. Additionally, the Staff Handbook confirms CP procedures within the School.

# **VOLUNTEERS**

Any parent or other person/organisation engaged by the school to work in a voluntary capacity with pupils will be subject to all reasonable vetting procedures and Criminal Records Checks.

Under no circumstances a volunteer in respect of whom no checks have been obtained will be left unsupervised or allowed to work in regulated activity.

Volunteers who on an unsupervised basis teach or look after children regularly, or provide personal care on a one-off basis in our school are deemed to be in regulated activity. We will obtain an enhanced DBS certificate (which will include barred list information) for all volunteers who are new to working in regulated activity. Existing volunteers in regulated activity do not have to be re-checked if they have already had a DBS check (which includes barred list information). However, we may conduct a repeat DBS check (which will include barred list information) on any such volunteer should we have any concerns.

The law has removed supervised volunteers from regulated activity. There is no legal requirement to obtain DBS certificate for volunteers who are not in regulated activity and who are supervised regularly and on ongoing day to day basis by a person who is in regulated activity, but an enhanced DBS check without a barred list check may be requested following a risk assessment.

Further information on checks on volunteers can be found in Part three of the DfE guidance "Keeping children safe in education".

Volunteers will be subject to the same code of conduct as paid employees of the school.

Voluntary sector groups that operate within this school or provide off-site services for our pupils or use school facilities will be expected to adhere to this policy or operate a policy which is compliant with the procedures adopted by the Southwark Safeguarding Children Partnership (SSCP). Premises lettings and loans are subject to acceptance of this requirement.

# **STAFF CODE OF CONDUCT**

All staff (paid and voluntary) are expected to adhere to a code of conduct in respect of their contact with pupils and their families. The Teachers' Standards 2012 state that all teachers,

including headteachers, should safeguard children's wellbeing and maintain public trust in the teaching profession as part of their professional duties. Children will be treated with respect and dignity and no punishment, detention, restraint, sanctions or rewards are allowed outside of those detailed in the school's Behaviour Management Policy. Whilst it would be unrealistic and undesirable to preclude all physical contact between adults and children, staff are expected to exercise caution and avoid placing themselves in a position where their actions might be open to criticism or misinterpretation. Where incidents occur which might otherwise be misconstrued, or in the exceptional circumstances where it becomes necessary to physically restrain a pupil for their own protection or others' safety, this will be appropriately recorded and reported to the Headteacher and parents. Any physical restraint used will comply with DfE guidance "Use of reasonable force in schools".

Except in cases of emergency, first aid will only be administered by qualified First Aiders. If it is necessary for the child to remove clothing for first aid treatment, there will, wherever possible, be another adult present. If a child needs help with toileting, nappy changing or washing after soiling themselves, another adult should be present or within earshot. All first aid treatment and non-routine changing or personal care will be recorded and shared with parents/carers at the earliest opportunity.

Children requiring regular medication or therapies for long-term medical conditions will be made the subject of a Medical Plan that has been agreed with the parents and health authority.

For their own safety and protection, staff should exercise caution in situations where they are alone with pupils. Other than in formal teaching situations; for example during musical instrument tuition, the door to the room in which the 1:1 coaching, counselling or meeting is taking place should be left open. Where this is not practicable because of the need for confidentiality, another member of staff will be asked to maintain a presence nearby and a record will be kept of the circumstances of the meeting. All rooms that are used for the teaching or counselling of pupils will have clear and unobstructed glass panels in the doors.

School staff should also be alert to the possible risks that might arise from social contact with pupils outside of the school. Home visits to pupils or private tuition of pupils should only take place with the knowledge and approval of the Headteacher. Visits/telephone calls by pupils to the homes of staff members should only occur in exceptional circumstances and with the prior knowledge and approval of the Headteacher. Any unplanned contact of this nature or suspected infatuations or "crushes" will be reported to the Headteacher. Staff supervising offsite activities or school journeys will be provided with a school mobile phone as a point of contact for parents and carers.

Staff will only use the school's digital technology resources and systems for professional purposes or for uses deemed 'reasonable' by the Head and Governing Body. Staff will only use the approved school email, school learning platform or other school approved communication systems with pupils or parents/carers and only communicate with them on appropriate school business and will not disclose their personal telephone numbers and email addresses to pupils or parents/carers. Staff will not use personal cameras (digital or otherwise) or camera phones for taking and transferring images of pupils or staff without permission and will not store images at home.

Staff should be aware of the school's whistle-blowing procedures and share immediately any disclosure or concern that relates to a member of staff with the Headteacher or one of the Designated Safeguarding Leads if the Headteacher is not available and nothing should be said to the colleague involved. It should be shared with the Chair of Governors if it relates to the Headteacher.

#### **CONTRACTORS**

Building contractors who are engaged by or on behalf of the school to undertake works on site will be made aware of this policy and the reasons for this. Long-term contractors who work regularly in the school during term time will be asked to provide their consent for DBS checks to be undertaken. These checks will be undertaken when individual risk assessments by the Leadership Team deem this to be appropriate. During major works, when large numbers of workers and sub-contractors may be on site during term time, Health and Safety risk assessments will include the potential for contractors or their employees to have direct access to pupils in non-teaching sessions. All contractors and sub-contractors will be issued with copies of the school's code of conduct for staff.

Individuals and organisations that are contracted by the school to work with or provide services to pupils will be expected to adhere to this policy and their compliance will be monitored. Any such contractors will be subject to the appropriate level of DBS check, if any such check is required (for example because the contractor is carrying out teaching or providing some type of care for or supervision of children regularly). Contractors for whom an appropriate DBS check has not been undertaken will be supervised if they will have contact with children. Under no circumstances we will allow a contractor in respect of whom no checks have been obtained to work unsupervised, or engage in regulated activity. We will determine the appropriate level of supervision depending on the circumstances.

We will always check the identity of contractors and their staff on arrival at the school.

# **COMPLAINTS/ALLEGATIONS MADE AGAINST STAFF**

Southwark Park Primary School takes seriously all complaints made against members of staff. Procedures are in place for pupils, parents and staff to share any concern that they may have about the actions of any member staff or volunteer. All such complaints will be brought immediately to the attention of the Headteacher or one of the Designated Safeguarding Leads if the Headteacher is not available and nothing should be said to the colleague involved. In cases where the Headteacher is the subject of the allegation or concern, they will be reported to the Chair of Governors, in order that they may activate the appropriate procedures. These procedures are used in respect of all cases in which it is alleged that a teacher or member of staff (including volunteers) in a school or college that provides education for children under 18 years of age has:

- behaved in a way that has harmed a child, or may have harmed a child;
- · possibly committed a criminal offence against or related to a child; or
- behaved towards a child or children in a way that indicates he or she may pose a risk of harm to children.

The Local Authority's Designated Officer(s) (DO) should be informed of all allegations that come to a school's attention and appear to meet the criteria. Contact can also be made with LA's Schools Safeguarding Coordinator who will liaise with the DO. Many cases may well either not meet the criteria set out above, or may do so without warranting consideration of either a police investigation or enquiries by local authority children's social care services. In these cases, local arrangements will be followed to resolve cases without delay.

Some rare allegations will be so serious they will require immediate intervention by children's social care services and/or police. In such cases, referral to the DO will lead to a Strategy Meeting or Discussion being held in accordance with the DfE guidance and London SCB procedures. This process will agree upon the appropriate course of action and the time-scale for investigations.

The school has a legal duty to refer to the DBS anyone who has harmed, or poses a risk of harm, to a child and who has been removed from working (paid or unpaid) in regulated activity, or would have been removed had they not left. The DBS will consider whether to bar the

person. Referrals will be made as soon as possible after the resignation or removal of the individual.

The full procedures about dealing with allegations of abuse made against teachers and other staff can be found in Part Four of the DfE guidance "Keeping children safe in education".

The Chair of Governors is Sylvia Lang 0207 394 4000

The Vice-chair is: Niki Davis 0207 394 4000
The LA's DO is: Eva Simcock 020 7525 0689

There is also a duty system and one of the CP Coordinators in Quality Assurance Unit is on duty each day to deal with DO issues when DO is unavailable. Duty telephone number for enquiries/referrals is 020 7525 3297

The LA's Strategic Lead Officer for safeguarding in education services is: the Director of Education Nina Dohel 020 7525 3252

The LA's Schools Safeguarding Coordinator is: Apo ÇAĞIRICI 020 7525 2715

The LA's Family Early Help Service Duty Manager: 020 7525 3893

Family Early Help Service General Educational Enquiries: 020 7525 2714

We also note the '<u>Safeguarding information for professionals and the community in Southwark</u>' on Southwark Council's website.

#### **RECORDS**

Brief and accurate written notes will be kept of all incidents and child protection or child in need concerns relating to individual pupils. These notes are significant especially if the incident or the concern does not lead to a referral to other agencies. This information may be shared directly with other agencies as appropriate. All contact with parents and external agencies will be logged and these will be kept as CP records. The school will take into account the views and wishes of the child who is the subject of the concern but staff will be alert to the dangers of colluding with dangerous "secrets".

Child protection records are not open to pupils or parents. All CP records are kept securely by the Designated Safeguarding Lead and separately from educational records. They may only be accessed by the Designated Safeguarding Lead, their Deputies and the senior managers of the school.

The content of Child Protection Conference or Review reports prepared by the school will follow the headings recommended by Children's Services and will, wherever possible, be shared with the parents/carers in advance of the meeting.

Child Protection records will be sent to receiving schools separately from the main pupil file and under a confidential cover when pupils leave the school, ensuring secure transit and a confirmation of receipt will be obtained.

In addition to the child protection file, the DSL will also consider if it would be appropriate to share any information with the new school or college in advance of a child leaving. For example, information that would allow the new school or college to continue supporting victims of abuse and have that support in place for when the child arrives.

When we receive child protection records from other schools, we will ensure key staff such as the DSL and SENCO are aware as required.

If a pupil is withdrawn from the school having not reached the normal date of transfer; due to a family move or any other reason, all efforts will be made to identify any new address and the school to which they are being admitted and to ensure that their educational records are sent without delay to the child's new school. If the parent/carer fails to provide this information, an urgent referral will be made to the Family Early Help Service either through the School's Single Point of Contact (SPOC) or the Family EHS Duty Manager in order that they might make further enquiries. If this school receives educational records concerning a child who is not registered with us, the records will be returned promptly to the sending school with a note, advising them to refer to their LA's Children's Services Department. A child's name will only be removed from the School's Admissions Register in accordance with the <u>Pupil Registration Regulations</u> or with the authorisation of a Team Manager in the Family Early Help Service.

We will inform the Local Authority when we are about to add or delete a pupil's name from the school admission register for any reason in line with Southwark's <u>Children Missing Education</u> (CME) <u>Protocol</u>.

When a pupil ceases to be registered at this school and becomes a registered pupil at another school in England or Wales, we will send a Common Transfer File (CTF) to the new school via DfE's secure internet system called school2school.

We will upload CTFs of pupils who have left but their destination or next school is unknown or the child has moved abroad or transferred to a non-maintained school to a searchable area of the school2school website commonly referred to as the 'Lost Pupil Database'. If a pupil arrives in our school and the previous school is unknown, we will search the database for any record of the child. The school will require documentary proof as to the identity of pupils presented for admission. If there is any doubt as to the identity of a pupil, advice will be sought from the local authority and other statutory agencies, as appropriate. We will maintain accurate and up to date records of those with Parental Responsibility and emergency contacts. We will hold more than one emergency contact number for each pupil or student to make contact with a responsible adult when a child missing education is also identified as a welfare and/or safeguarding concern. Pupils will only be released to the care of those with Parental Responsibility or someone acting with their written consent.

We will take actions according to Southwark's <u>Protocol for Children who are Uncollected from School</u> when pupils who ordinarily do not make their own way home are not collected by their parents/carers at the end of the school day or from after school clubs and activities and when any children with Special Educational Needs who are transported from school can not be dropped-off at their home or meeting point due to the absence of the parent or carer.

#### **SAFETY IN THE SCHOOL**

No internal doors to classrooms will be locked whilst pupils are present in these areas.

Entry to school premises will be controlled by doors that are secured physically or by constant staff supervision or video surveillance. Authorised visitors to the school will be logged into and out of the premises and will be asked to wear their identity badges or be issued with school visitor badges. Unidentified visitors will be challenged by staff or reported to the Headteacher or school office. Carelessness in closing any controlled entrance will be challenged.

The presence of intruders and suspicious strangers seen loitering near the school or approaching pupils, will be reported to the Police by calling 101 or 999, depending on the circumstances and the urgency of the case so that if police stops these individuals they can be spoken to about what they were doing and dealt with accordingly. Brief information about the incident will be sent to LA's Schools Safeguarding Coordinator with a view to alerting other local schools in liaison with the police and through appropriate systems.

Parents, carers or relatives may only take still or video photographic images of pupils in school or on school-organised activities with the prior consent of the school and then only in designated areas. Images taken must be for private use only. Recording and/or photographing other than for private use would require the consent of the other parents whose children may be captured on film. Without this consent the Data Protection legislation would be breached. If parents do not wish their children to be photographed or filmed and express this view in writing, their rights will be respected.

# **CURRICULUM**

Southwark Park Primary School acknowledges the important role that the curriculum can play in the prevention of abuse and in the preparation of our pupils for the responsibilities of adult life and citizenship. We will ensure that children are taught about safeguarding, including online safety and will consider this as part of providing a broad and balanced curriculum. It is expected that all curriculum co-ordinators will consider the opportunities that exist in their area of responsibility for promoting the welfare and safety of pupils. As appropriate, the curriculum will be used to build resilience, help pupils to keep safe and to know how to ask for help if their safety is threatened. As part of developing a healthy, safer lifestyle, pupils will be taught, for example:

- to recognise and manage risks in different situations and then decide how to behave responsibly;
- to judge what kinds of physical contact are acceptable and unacceptable;
- to recognise when pressure from others (including people they know) threatens their personal safety and well-being; including knowing when and where to get help;
- · to use assertiveness techniques to resist unhelpful pressure;
- emotional literacy.

Where necessary we will work with external agencies to support this work, for example via The Agencies Supporting Southwark Programme (ASSP), which is the quality assurance gateway for all organisations and individuals wishing to work with Southwark's children and young people.

All computer equipment and internet access within the School will be subject to appropriate "parental controls" and Internet safety rules in line with our Online Safety Policy. We will be careful that "over blocking" does not lead to unreasonable restrictions as to what children can be taught with regard to online teaching and safeguarding.

#### **HEALTHY SCHOOLS**

Southwark Park Primary School will work with partners to promote a whole healthy school approach and achieving the "Healthy School London" status – including a focus on the curriculum with the aim of:

- Developing a school ethos, culture, spiritual, moral, social and cultural (SMSC) development provision and environment which encourages a healthy lifestyle for all pupils, including the vulnerable;
- Using the full capacity and flexibility of the curriculum to help pupils to be safe and healthy;
- Ensuring that food and drink available across the school day reinforce the healthy lifestyle message;
- Covering relevant issues through Relationships Education and Relationships and Sex Education (formerly known as Sex and Relationship Education) and/or where delivered, through Personal, Social, Health and Economic (PSHE) education. We note the Government's regulations which will make the subjects of Relationships Education (for all primary pupils) and Relationships and Sex Education (for all secondary pupils)

- and Health Education (for all pupils in state-funded schools) mandatory from September 2020.
- Providing high quality Physical Education (PE) and sport to promote physical activity;
- Promoting an understanding of the full range of issues and behaviours which impact upon lifelong health and wellbeing, including emotional wellbeing and mental health;
- Working in partnerships with parents/carers, local communities, external agencies and volunteers to support health and wellbeing of all pupils including the vulnerable.

## **WORKING IN PARTNERSHIP WITH PARENTS**

It is our policy to work in partnership with parents or carers to secure the best outcomes for our children. We will therefore communicate as clearly as possible about the aims of this school.

- We will use clear statements in our brochures and correspondence.
- We will liaise with agencies in the statutory, voluntary and community sectors and locality teams that are active in supporting families.
- We will be alert to the needs of parents/carers who do not have English as their first language and will utilise the translation services as necessary.
- We will distribute the LA's leaflet for parents, "<u>Protecting Children in Education</u> Settings".
- We will make available a copy of this policy to any parent who requests it. The policy will also be available through the school's web site.
- We will keep parents informed as and when appropriate.

#### MONITORING AND EVALUATION

The governing body will monitor the safeguarding arrangements in the school to ensure that these arrangements are having a positive impact on the safety and welfare of children. This will be evaluated on the basis of evidence of:

- the extent to which a positive culture and ethos is created where safeguarding is an important part of everyday life in the school, backed up by training at every level
- the content, application and effectiveness of safeguarding policies and procedures, and safer recruitment and vetting processes
- the quality of safeguarding practice, including evidence that staff are aware of the signs
  that children may be at risk of harm either within the setting or in the family or wider
  community outside the setting
- the timeliness of response to any safeguarding concerns that are raised
- the quality of work to support multi-agency plans around the child.

### **COMPLAINTS**

All complaints arising from the operation of this policy will be considered under the school's complaint procedure, with reference to the LA's Strategic Lead Officer for safeguarding in education services, as necessary.

Chair of Governors	Date
Headteacher	Date
Designated Safeguarding Lead	