



**WISHFORD SCHOOLS**

**ACCESS TO SCHOOL ACCOMODATION POLICY**

*This policy applies to all Wishford Schools including all EYFS settings.*

<b>Date of Policy</b>	<b>May 2023</b>
<b>Member of staff responsible</b>	<b>Mr Andrew Webster</b>
<b>Role</b>	<b>Deputy Director of Education &amp; Compliance</b>

<b>Last Review</b>	<b>Significant changes</b>

## 1. Policy Scope

This policy applies to all staff who reside in school owned accommodation (on or off site) and the procedures which must be followed to allow visitors or relations to visit, stay over and/or reside within this accommodation. Residential staff are responsible for ensuring that their visitors and relations are aware of and comply with the contents of this policy. This policy does not apply to visitors of non-residential buildings.

The Aims of this policy are:

- To safeguard the well being and safety of all staff, pupils and visitors across the group.
- To safeguard the reputational integrity of the group.
- To protect property and possessions.

Residential staff receive training on this policy as part of their induction and receive updated training as and when this policy is updated. Residential staff will ultimately be held responsible for the conduct of guests and compliance with this policy.

This policy is reviewed centrally every three years or sooner, if legislation dictates. It is written with regard for The National Minimum Boarding Standards (2022), Keeping Children Safe in Education (2023) and Working Together to Safeguard Children (2018).

## 2. Residents (NMS)

This National Minimum Standards for Boarding (standards 19.2-19.3) give explicit guidance on any adults (aged 16 and over) who are not employees/pupils of the school but reside in school owned residential accommodation which might grant them access to boarding accommodation. At all times, any Wishford school with boarding accommodation will ensure that:

- (19.2 & 19.3) All members of staff households (relations & non-relations) who are aged 16 and over (not on the roll of, nor employed by, the school) and who live on the same premises as/have access to boarders, are subject to an Enhanced certificate with a check of the Children's Barred List\*, obtained from the Disclosure and Barring Service (DBS) and sign a Residents Agreement (appendix 2). These individuals do not need to be included on the SCR.
- In addition to the above, adult members of staff households will also be required to undertake relevant training, i.e. Safeguarding and IT Acceptable Use.
- A risk assessment will be conducted in relation to any child member of a household (not on the roll) below the age of 16 occupying residential accommodation. Resident children may be required to take part in appropriate training. Upon reaching the age of 16 the child is required to have an enhanced DBS and Barred List Check and to sign the residents' agreement (appendix 2). If the child does not consent, they will be required to leave and no longer reside in the accommodation with immediate effect.
- The school does not bestow any rights of occupancy/tenure on the spouses/partners/adult children / other members of the households of its resident staff who have elected to move into school accommodation. The employee alone signs a Licence to Occupy Agreement (appendix 1) with the school before taking up residence, covering the conditions of occupancy in school property. One of those conditions is that all members of their household/family residing with them and their visitors attending the boarding house comply with this policy and the terms of the member of staff's License to Occupy Agreement.

*\* Schools will need to be mindful that they are unable to carry out a barred list check on those not engaged in regulated activity.*

### 3. Visitors (NMS)

The National Minimum standards for boarding (19.4) states that all persons visiting boarding accommodation or staff accommodation (e.g. visitors, outside delivery and maintenance personnel) are kept under sufficient staff supervision to prevent them gaining unsupervised access to boarders or their accommodation.

In all cases, residential staff must ensure that visitors:

- a) Park in one of the allocated spaces for visitors.
- b) Sign in and out of the Visitors book which includes the reason for the visit and vehicle registration.
- c) Are briefed on the contents of this policy and expectations regarding their stay.
- d) May only access the area of the boarding house in which the resident member of staff resides and are not authorised to be in any other part of the accommodation unsupervised which is designated for pupils (such as in common rooms and dormitories, etc).
- e) Are escorted by the resident member of staff from the entrance of the boarding house to the resident member of staff's accommodation and back again.
- f) Are asked to wear a visitor's badge outside of the resident member of staff's accommodation and are escorted by a member of School staff if they visit anywhere in the School apart from the resident member of staff's accommodation.
- g) Are not left alone in the resident member of staff's accommodation.
- h) Are kept under sufficient supervision by the resident member of staff to prevent them gaining substantial unsupervised access to pupils or the accommodation of boarders.
- i) Conduct themselves in an appropriate manner at all times and do not cause a nuisance, disturbance or annoyance to any person. The School reserves the right to require a Guest to leave the School site at any time in the event of any instances of inappropriate behaviour.

### 4. Guests: Regular and Overnight

Regular and overnight guests are subject to more enhanced safeguarding measures. As well as adherence to section 3 above, they are subject to the following procedures:

- a) Resident staff should inform the Head in advance of any regular and overnight Guests to the School's accommodation and get his/her prior written (email) consent.
- b) Regular guests should sign the residents' agreement (appendix 2).
- c) The ISI commentary gives discretion to schools to apply the same safeguarding measures to 'regular guests' as they do to resident members of staff households. It is therefore the responsibility of each Wishford school to determine whether a the frequency/regularity of a particular guest's visitation warrants an Enhanced DBS and Barred List check.

### 5. Policy breach

- a) **Employees/residential staff:** A failure to comply with the terms of this policy by an Employee or by a Visitor/Guest for whom the Employee is responsible may result in the Employee being required to vacate the School's accommodation on a temporary or permanent basis. It may also be treated as a disciplinary matter in accordance with the School's Disciplinary Procedure.
- b) **Guests:** The School reserves the right to require any Visitor/Guest to leave the School's on-site or off-site accommodation at any time.
- c) **Allegations:** In cases where an allegation is made against a visitor/guest, the school reserves the right to ask that person(s) to leave site either temporarily or permanently and may undertake an investigation. The school's decision on such matters will be final, and there is no right to appeal.

Any queries in relation to this policy should be raised with the Head. Any concerns relating to the Head's decision in relation to this policy can be raised directly with the Proprietor.

**Appendix 1: Licence to Occupy Agreement Exemplar**

**SERVICE OCCUPANCY AGREEMENT**

**between**

**name of school**

**and**

**member of staff**

**to occupy Staff Accommodation at School**

**PARTIES**

**(1) Name and address of school**

**and**

**(2) Name and address of member of staff**

**TERMS AND CONDITIONS OF OCCUPANCY OF (address or description of accommodation)**

1. You are employed by the School under a contract of employment dated xxx (the "Employment Contract"). During the period of your Employment Contract or during such shorter period as the School may require, it shall be a condition of your employment that for the better performance of your duties you shall occupy the accommodation specified above or such alternative accommodation as may be provided for you by the School (the accommodation so occupied for the time being by you being referred to as "the Accommodation") during term time and may do so at any time during the School holidays.
2. The license to occupy the Accommodation shall be personal to you only and shall not be assignable. You shall occupy the Accommodation at a rental amount of £xxx per calendar month and £xxx for utilities, excluding council tax. Rent is payable on the xx<sup>th</sup> of each month. Television and telephone charges and any other charges incurred for services provided to the Accommodation as a service licensee are not included. Rent will be reviewed from time to time, but not before 12 months from the date of this agreement.
3. No relationship of landlord and tenant shall be created between you and the School as a result of this Agreement. For the avoidance of doubt, no other party (including your spouse, civil partner or children) shall be deemed to be a licensee for the purposes of this Agreement.
4. Your occupation of the Accommodation shall not imply that the School shall as a condition of employment be obliged to provide you with housing accommodation.
5. The management, possession and control of the Accommodation shall remain vested in the School whose employees, servants and agents shall have a right of entry at all times (subject to reasonable advance (unless an emergency, generally 24 hours) notice being given where practicable to do so).

6. You shall at all times ensure any guests or visitors comply with the group's Visitors to School Accommodation policy.
7. You shall not, without the written consent of the Head, permit any other person to occupy the Accommodation with you as their primary residence other than your spouse or civil partner and unmarried children under the age of 18 years or under the age of 21 years, if still in full-time education. Any other person occupying the Accommodation including your spouse, civil partner or children may only occupy the Accommodation for so long as you are entitled to do so. For the avoidance of doubt this does not prevent short term visitors staying in the Accommodation providing that you comply with the provisions of this agreement. By entering into this Agreement, you confirm that you, and any other person occupying the Accommodation including your spouse, civil partner or children, are able to reside at the Accommodation pursuant to your and their immigration statuses and agree to immediately notify the School where this changes from that recorded in the Schedule.
8. Occupation by anyone over the age of 16 (not on the School roll) is conditional upon any reasonable requirements the School may from time to time impose which shall include satisfactory enhanced DBS check with barred list, continued suitability to occupy the Accommodation, immediate notification to the School of such person's immigration status and any changes thereto and completion of a written agreement confirming the basis of their occupation. This agreement will include guidance on contact with pupils, their responsibilities to supervise their visitors and notice that the accommodation may cease to be provided if there is evidence that they are unsuitable to have regular contact with pupils.
9. Occupation by anyone under the age of 16 is conditional upon any reasonable requirements the School may from time to time impose and you acknowledge and accept that you shall be responsible for ensuring that anyone under the age of 16 shall comply with the School's policies and procedures on safeguarding.
10. Overnight guests require the prior written permission of the Head, such consent not to be unreasonably withheld. You accept that you are responsible for the behaviour and conduct of visitors or occupiers of the Accommodation and accept that the School has the right to require any person to leave the Accommodation at any time. You are responsible for ensuring that visitors are kept under sufficient staff supervision to prevent them from gaining substantial unsupervised access to pupils or their accommodation.

11. You shall use the Accommodation only as a private residence for occupation by you and the persons authorised.
12. You shall keep the Accommodation and the fixtures, fittings and contents therein clean, tidy and undamaged (fair wear and tear excepted) and maintain the garden (if any) in good order. In the event that any damage is caused to the Accommodation and the fixtures and fittings therein, you agree to make good any such damage.
13. You agree not to remove any fixtures, fittings or contents from the Accommodation or make any alteration or addition to the Accommodation. You have been made aware that the building contains asbestos in the roof eaves and that no penetration of walls (ie drilling) is permitted.
14. Whilst you are entitled under the terms of this Agreement to occupy the Accommodation, the School shall, subject to applicable HMRC rules, pay all rates and taxes (including water rates, charges for gas and electric) and buildings insurance payable in respect thereof other than charges for telephone, television licence and Council Tax.
15. You shall not, without the written consent of the Head, keep any animal in the Accommodation.
16. You shall not allow or permit any occupier of, or visitor to, the Accommodation to cause a nuisance disturbance or annoyance to any other person and, if in the reasonable opinion of the Head such occurs, on written notice you shall forthwith deliver up the Accommodation.
17. The property will be subject to a bi-annual inspection to ensure it is still fit for purpose and any issues are raised and confirmed appropriately. Bi annual inspections will be arranged and equally agreed to suit both parties at a given date and time.
18. You may be required at any time on 4 weeks' written notice (or such lesser notice as is reasonable in the event of unforeseen circumstances or an emergency) to deliver up vacant possession of the Accommodation. This will usually be (but is not limited to) where the School reasonably needs the Accommodation or where you are unable to perform your duties, for whatever reason. In such circumstances the School may be prepared to provide alternative accommodation on a temporary basis. Any such accommodation will be reasonable in the view of the Head but will not necessarily be

commensurate with the Accommodation.

19. The school has the right to temporarily relocate you or any member of your household with 24 hours' notice if it causes safeguarding or operational risks not to do so.
20. If you are suspended pending the investigation of disciplinary or capability matters you may be required to vacate the Accommodation until the conclusion of those procedures. In such circumstances there is no obligation for the School to provide alternative accommodation.
21. Upon termination of your Employment Contract your rights to occupy the Accommodation shall automatically cease without the need for notice. Where for any reason the School deems that you no longer are required to reside in the Accommodation for the better performance of your duties, you will be informed in writing giving as much notice as possible.
22. Where notice of termination of the Employment Contract has been issued by either party or notice issued by the School in accordance with this licence you will normally be required to vacate the Accommodation and deliver up possession of the Accommodation and of the School's fixtures and fittings no later than the earlier of the date your Employment Contract terminates or 10 calendar days after teaching ends in the relevant term to allow for an appropriate handover period during the School holidays. For the purpose of this clause the term dates shall be as set out in the School calendar from time to time. If both you and your spouse/partner are employed by the School and one or the other is dismissed or their contract is otherwise terminated, the School reserves the right to recover possession forthwith.
23. For the avoidance of doubt, upon termination of your Employment Contract or the exercise of clauses within this agreement, any person occupying the Accommodation shall be immediately required to vacate the Accommodation.
24. None of the provisions in this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Agreement.
25. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



26. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS the hands of the parties hereto:

SIGNED by xxx for and on behalf of the School \_\_\_\_\_

SIGNED by you: \_\_\_\_\_

Date \_\_\_\_\_

## Appendix 2: Residents/Guest Agreement Exemplar

I, [name] have read the Access to School Accommodation policy. I declare that I wish to live with [name] in the school residential accommodation that has been offered to my [spouse/partner/parent/other] as an essential part of his/her appointment/employment as House [insert role] at [insert school name]. I understand that I do not have any rights of occupancy or tenure.

I declare that:

- I am content for the school to obtain an enhanced DBS and Barred List Check on me before I move into the accommodation.
- I have arranged to give/ have given my DBS documentation and document to [the Bursar's PA] on [ ].
- I will attend the Safeguarding and Acceptable Use training which the school has arranged on [ ] and any updates or additional training thereafter as arranged by the school.
- If the school deems it appropriate, I confirm that my child(ren) (if under the age of 16 and not therefore signing a declaration on their own behalf) (where applicable) will attend the safeguarding and child protection training which the school has arranged and any updates thereafter as arranged by the school. I take full responsibility for my child(ren)'s conduct whilst on-site and will ensure compliance with any risk assessment drawn up.
- I am fully aware of the restrictions which the school has imposed upon relatives, members of the household and guests of staff who are employed by the school, and I undertake to comply with the provisions of the Access to School Accommodation policy, and such other provisions as may from time to time be in operation and to explain those obligations to my child/relatives/guest(s) as appropriate.
- I will ensure that any visitors of mine comply fully with the school's requirements for supervising visitors.
- I understand to notify [the bursar] at once if I, my child (if applicable), or any member of my household is ever subject to criminal investigation or any investigation where it is alleged that I or they may have i) harmed or abused a child or children, including physical, emotional or sexual harm or abuse, exploitation and/or neglect; or ii) behaved in a way that could constitute a criminal offence towards or related to a child or children; or iii) behaved towards a child or children in a way that indicates that they may pose a risk of harm to a child or children.
- I understand that failure to comply with the school's code for members of the households of boarding house staff could result in me (or my child) being asked to leave school accommodation.
- I understand that the school will require me to leave school accommodation at once if it became aware of evidence that I was considered unsuitable to have contact with children and/or vulnerable adults or if an allegation is raised which suggests I may be unsuitable to have contact with children and/or vulnerable adults. I understand that the school's decision in this respect is final, and that there is no right to appeal.
- I understand that the school will require my child (if applicable) to leave school accommodation at once if it becomes aware of evidence that my child was considered unsuitable to have contact with children and/or vulnerable adults or if an allegation is raised which suggests my child may not be suitable to have contact with children and/or vulnerable adults. I understand that the school's decision in this respect is final, and that there is no right to appeal.

NAME: .....

DATE: .....

SIGNED: .....

*Please return the completed forms to [ ] in the envelope provided. If you have any questions, please contact [ ] on [ ].*