



St Leonard's Church of England
Primary School
Transfer of Control Information
2026 – 27



Introduction

Schools are increasingly encouraged to act as a community resource by engaging with external providers to offer a range of additional services and activities outside of the normal school day and curriculum. These arrangements can offer valuable opportunities for children and families. It is important that Governing Boards are aware of best practice in respect of safeguarding arrangements for such services.

Actions Required by Governing Boards

Governing Boards are required to audit the safeguarding functions of the school on an annual basis via the governor with lead responsibility for safeguarding. It is requested that the appropriate governor and Head Teacher consider the safeguarding needs of children engaged in third party activities on the school site as part of their annual audit of safeguarding. The Schools Safeguarding Team has developed a pro-forma to assist schools in this area (attached).

Guidance from Keeping Children safe in Education September 2026

Use of school or college premises for non-school/college activities

P206. Where governing bodies or proprietors hire or rent out school or college facilities / premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extra-curricular activities) they should ensure that appropriate arrangements are in place to keep children safe.

P207. When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The governing body or proprietor should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate. This applies regardless of whether or not the children who attend any of these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure safeguarding requirements are included in any transfer of control agreement (i.e. Lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement. The guidance on [Keeping children safe in out-of-schools settings](#) details the safeguarding arrangements that schools and colleges should expect these providers to have in place.

The following checklist is intended to support schools in highlighting the safeguarding issues within such arrangements as well as promote awareness of best practice amongst such groups.

Completion of this checklist does not remove the responsibility of governing bodies, proprietors, headteachers, principals or leaders to exercise professional judgement and ensure that suitable safeguarding arrangements are in place for the activity being delivered. Schools and colleges should seek further information, evidence or assurance where required.



It is imperative that all your school staff, volunteers and Governors are aware of updated information in KCSIE 2026. Although a transfer of control is used to satisfy safeguarding arrangements, responsibly to report any concerns will still remain with the school, if this arises, even though the children attending the provision may not be children at your school or adults employed by the school.

Organisations or Individuals using school premises

P457. Schools and colleges may receive an allegation relating to an incident that happened when an individual or organisation was using their school premises for the purposes of running activities for children (for example community groups, sports associations, or service providers that run extra-curricular activities). As with any safeguarding allegation, schools and colleges should follow their safeguarding policies and procedures, including informing the LADO

Written Agreement of Safeguarding Responsibilities for a Third-Party Provider using a School Site	
Description	Yes/No – Evidence?
1. Does the provider have a Child Protection Policy in place with appropriate arrangements for sharing and reporting any safeguarding/welfare concerns and records to say that staff had read and understood the policy?	
2. Has the provider identified a named Safeguarding Lead (or equivalent) and are staff and volunteers aware of how to report safeguarding concerns both within the organisation and to external agencies where required?	
3. Does the provider require its staff/volunteers to have annual Safeguarding Training and receive regular updates? Is Prevent training undertaken?	
4. Can the provider evidence appropriate safer recruitment and vetting arrangements including DBS clearance that are consistent with guidance in Keeping Children Safe in Education 2026. Providers can seek advice and resources to enable them to comply in this area via the DFE	
5. Can the provider provide evidence that relevant staff have been checked under the Disqualification under the Child Care Act 2006 requirements? (If appropriate)	
6. Can the provider evidence appropriate arrangements/ risk assessments for the activity including, but not limited to, arrangements for - - Gaining relevant background about any health conditions inc. allergies and how any medical conditions will be managed. - Contingency arrangements for a child who becomes ill or is not collected at the end of the session	

• Communication between provider and the school (access to mobile phone etc) • Arrangements for contacting parents/carers and emergency services where required. • Access to emergency contact information during activities. • Appropriate procedures for responding to safeguarding incidents, accidents or emergencies.	
7. Where relevant to the activity, has the provider considered online safety, social media, photography, filming, livestreaming, artificial intelligence (AI) tools and acceptable use of technology, and can they evidence suitable filtering, monitoring and safeguarding arrangements where required?	
8. Does the provider have a Code of Conduct for its staff / volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work with Children and Young people (2022)	
9. Does the provider have appropriate procedures for managing complaints, whistleblowing, allegations and low-level concerns relating to adults working with children and young people, and are staff and volunteers aware of how these concerns should be reported?	
10. Is the provider affiliated to a local or national professional body?	
11. Does the provider have an appropriately trained First Aider?	
12. Does the provider have relevant insurance?	
13. Has it been made explicitly clear to parents and all stakeholders that the third-party providers are responsible for the safeguarding of children in their care.	
14. Has it been made explicitly clear to the provider that the school/college follows Keeping Children Safe in Education 2026 and that safeguarding concerns arising whilst using the premises must be reported and managed through appropriate safeguarding procedures?	

Provider Declaration: I confirm that the information provided within this document is accurate and that the organisation has appropriate safeguarding arrangements in place for the activity being delivered. I agree to notify the school/college of any significant changes to these arrangements during the period of hire/use.

Name: _____ Signature: _____

Role/Organisation: _____ Date: _____



School/College Declaration: The school/college has reviewed the information provided and sought appropriate assurances in relation to the safeguarding arrangements of the organisation using the premises. Approval to use the premises remains subject to the provider maintaining appropriate safeguarding arrangements.

Name: _____ Signature: _____

Role: _____ Date: _____

Review Date (if applicable): _____

Duration of Agreement: _____

