



# Wallace Hall Forest School



Forest School Leaders:

Mrs. Leah Belford

Mrs. Lauren Robertson

**2024**



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## DECLARATION OF REVIEW DATE & SIGNED BY AUTHOR

Name of Forest School Leaders	Handbook Review Date	Signature
Leah Belford	02/01/24	
Lauren Robertson	04/01/24	

To be reviewed and updated **January 2025**.

## INSURANCE

As employees of D&G council, we shall be covered by our wider insurance policies. This has been confirmed by Rachel Williams who leads on outdoor education as part of her remit as Learning for Sustainability education quality improvement officer. Our school staff already use the outdoor spaces this forest school will use and has experience working outdoors and with the tools we have. Our School Support Manager and Headteacher have a copy of this handbook to check planned activities. All necessary risk assessments are carried out and reviewed here and the forest school leaders have up to date outdoor first aid qualifications.

### **Disclaimer on letters to parents:**

#### **"PERSONAL ACCIDENT INSURANCE COVER FOR SCHOOLCHILDREN"**

The Council provides insurance cover for pupils relative to its liability for any acts of negligence. However there are certain occasions when pupils may be more "at risk" than others. These occasions arise not from "negligence" on the part of the Authority but from non-attributable personal accidents, e.g. during curricular or extra-curricular sports or physical activities. The Council's insurance cover does not extend to awards of compensation for damage as a result of such accidents (unless negligence can be proved) and it is essential that parents are aware of this. Insurance cover for pupils to guarantee compensation for non-attributable personal accidents is a matter for personal decision and arrangement. Parents may wish to seek further advice on the availability of such insurance cover from their personal insurance agent/broker.

#### **\*Appendix 1**

Copy of a TWIMC letter from Zurich Municipal the Council's insurer setting out the current Public Liability and Employers Liability cover.

\*Appendix 2 'Casualty Module' which sets out the details of cover. Page 3 sets out the Geographical Limits of cover and P4 sets out the Public Liability cover which covers anybody who is not an employee. Employee is covered by Employers Liability Cover which is set out further down the document.

## VISION STATEMENT

The Wallace Hall Forest School aims to be an inclusive environment for all our pupils in the Wallace Hall 2-18 school. We aim to reflect the forest school ethos in regular year-round sessions within our WHApples orchard and surrounding woodland. Installing a sense of place for our young people, in which they can experience the changing seasons; learn to challenge themselves and manage risks at the same time as developing skills and confidence in an outdoor setting.

### Forest School Ethos and Principles

Forest school is a learner-led program. Although sessions will have clear guidance, rules and health and safety and a certain format to them, there is space for the young people to explore what they would like to do in our school outdoor classroom. They will be provided with materials which they will be taught how to use safely but free to use from an experiential perspective.

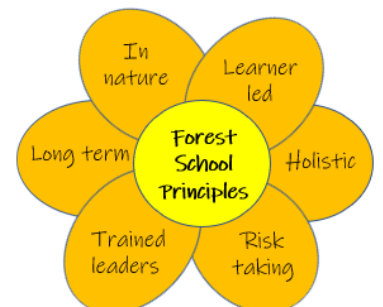
Activities will include tool use, fire making and cooking, building shelters, foraging, games and site management. The young people will take an active role in how the space is used and improved both for our use and conservation and increasing biodiversity.

The sessions should allow young people to self-regulate their emotions and to connect with nature which is proven to be hugely beneficial to mental health.

### Pedagogy and Role of play and choice

We aim to provide sessions which are 2 hours in duration. At first as this is established these will be during the school day with identified young people from our primary and secondary. Forest school is ideal for participant-led projects and the invention of their own structure, games and activities. Sessions are planned around the individual's and group's needs, and built upon each week. All Forest School Leaders are qualified through nationally recognised and accredited training, therefore ensuring Forest School is a high quality learning experience. The earlier sessions will concentrate on safety; establishing boundaries and routines and allowing time for the children to become comfortable and confident in our setting. As the children develop in confidence and familiarity with the environment the sessions focus on developing and reinforcing skills, promoting nature connection and developing relationships within the group.

### Key Features of Forest Schools



## LOCATION & SITE INFORMATION

### Location

Wallace Hall Forest School will have 3 “base camps” to choose from.

#### 1. The WHApples Orchard.

The WHApples orchard is located at the edge of our school playing fields, with access at the back of the P.E. block. The orchard has fruit trees in rows down one side, with picnic tables in a circle on an area of hard standing. Lots of raspberries, on a slight slope with rushes.



#### 2. Wallace Hall Woods

A coppiced woodland is located at the back of the Academy, with access down the path between the orchard and the school perimeter fence. There are additional wooded areas at the front of the school and behind the playing fields (Gashouse wood) which might also be used for foraging or in times of bad weather. The area of wood between the school and the carpark will be used as a meeting and collection point for parents if required, meaning that participants can stay in a woodland environment for the duration of sessions!



#### 3. Defiance Wood

This larger woodland is a short walk from the school, across 2 quiet roads and through the churchyard. Depending on the group, this offers a sense of adventure and a more secluded spot for activities.

<i>Base camp site</i>	<i>OS grid reference</i>	<i>Longitude/Latitude</i>	<i>What Three Words</i>
WHApples orchard	NX883 955	55°14'28"N , 003°45'26"W	grid.slams.overused
Wallace Hall Woods	NX884 956	Longitude 3°45'32"W Latitude 55°14'33"N	shelving.clays.fairway
Defiance Woods	NX877962	55°14'46"N , 003°45'33"W	assume.gambles.scrub

## Site Information:

The site was originally owned by the Duke of Buccleuch who leased the orchard space to the school. The woodland is between local farmland and the school perimeter, DG3 5DS. It is the remains of a much larger area of wood on which the school was built in 2010 and so is surprisingly diverse for such a small wood. There is a cemetery to the rear with a surrounding wall. The wood is enclosed on the other side by fencing to the surrounding farmland.

Defiance Wood is 10 acres of land planted by school children from Wallace Hall in 2005 with a mixture of native trees used to build Nelson's Trafalgar fleet, predominantly oak, ash, birch and alder. Defiance Wood is essentially a corridor of new planting linking established woods. It sits between "Froggy Lane", the edge of Thornhill village, farmland and the Kirk Plantation with Dabton Loch at the far end.

## Stakeholders

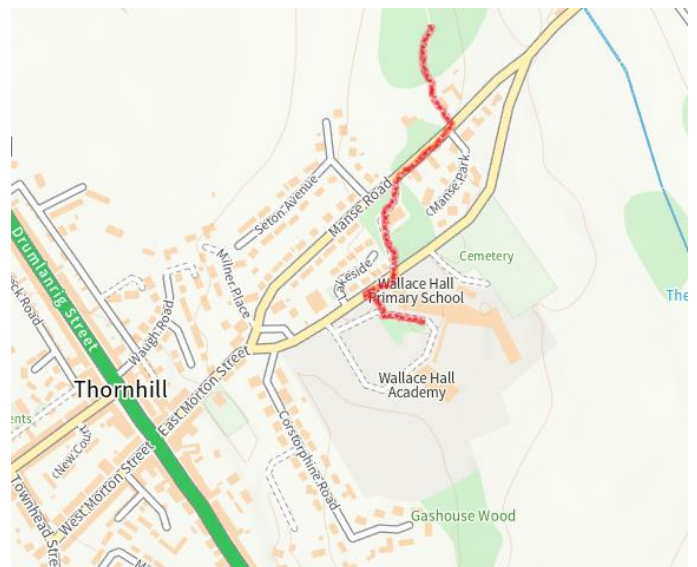
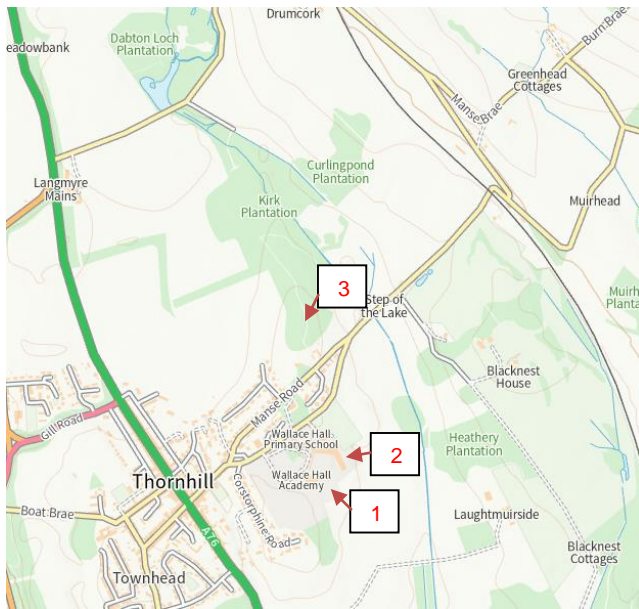
The WHApples orchard was made in partnership with the local community so the public have access to the space. Nobody else uses the woodland. It overlooks the field which usually has crops or cattle in it.

## Map of Site:





**OS map of the 3 sites and walking route:**



**Detailed maps of the site:**

**See appendix 9**

**Pathway down to woods:**





## POLICY STATEMENTS

### 1. Behaviour \*existing school policy\*



#### Wallace Hall Academy: Promoting Positive Relationships Policy

Link:

[https://drive.google.com/file/d/1zVA6fPWtiuCK6eT0a9qB69pS8BZ7fGir/view?usp=drive\\_link](https://drive.google.com/file/d/1zVA6fPWtiuCK6eT0a9qB69pS8BZ7fGir/view?usp=drive_link)

(This is the 2019 policy, our SMT are currently updating this – we now have Satchel one for communicating with parents on behaviour so will use this new system and attach changes to policy once complete)

Our expectations of the Wallace Hall Forest School participants will be the same as within this policy:

#### Forest School Staff and Helpers

- Be respectful of all members of the forest school
- Create a welcoming, supportive and safe environment
- Highlight positive outcomes and respond to negative behaviour appropriately and in line with school policies
- Take individual circumstances into account when managing behaviour

#### Pupils

- Display positive relationships by adhering to Wallace Hall's Core Values
- Respect the rights of others
- Understand that staff care for all pupils and aim to do what is best and fair for them – accept support/guidance when offered

#### Forest school leaders will

- **Promote positive behaviour and relationships in the group**
- **manage inappropriate behaviour as we would in the classroom setting**
- **Use restorative practice alongside sanctions** Restorative discussions/approaches allow pupils to discuss their thoughts and feelings before, during and after an incident has taken place. This often leads to pupils more readily taking responsibility for their actions and being more willing to rebuild or repair relationships with pupils and/or staff involved.

**The above processes would be adopted during forest school sessions with notes taken on any incidents which need to be referred to SMT or require sanctions back in school.**



## 2. Environmental

### a. Woodland/Land Stewardship Plan: Ecological Impact

<p><b>Name of woodland/site</b></p> <p>Small woods around school have no name on OS map. We have named "Wallace Hall Wood".</p> <p>"Defiance Wood" also seen labelled as "Queensberry-Trafalgar Wood Langmyre" by Woodland Trust.</p>	<p><b>Location</b></p> <p>Behind the Wallace Hall Academy building</p> <p>To the North of the school, a short walk away.</p>
<p><b>Owner and contact details</b></p> <p>Duke of Buccleuch Leased to Wallace Hall Academy. (orchard)</p> <p>Defiance Wood is described as "Privately owned" yet has public footpath access.</p>	<p><b>Other Stakeholders</b></p> <p>Surrounding land leased by Baird family (farmers)</p> <p>Local community have access to Defiance Wood- popular dog walking route.</p>
<p><b>Grid Reference</b></p> <p>OS Grid Ref NX 88273 95677</p> <p><b>Altitude</b> 80 m</p> <p><b>Longitude</b> 3°45'32"W</p> <p><b>Latitude</b> 55°14'33"N</p>	
<p><b>Is the site designated?</b> No.</p> <p><b>If so, are there any implications of the designation for Forest School?</b> None.</p>	

<p><b>*Please see the Excel document also submitted which is a data enquiry (2024) from SWSEIC showing habitat map and record of wildlife recordings*</b></p>
<p><b>Are there protected species on site?</b></p> <p>There is no evidence of any protected species at the site. Being the remaining part of a larger wood, there are historical reports of red squirrels, hedgehogs and bats but not since circa 2012. There is evidence of digging and some burrows. Investigated for badgers, rabbits or foxes. Wildlife cameras show rabbits.</p>

## **Brief history of the site and its management**

### Ancient history of area

The current school building was built in 2010 on the site of a coppiced mixed woodland. These are the remaining pockets of the original wood.

Defiance Wood was planted by local school children in 2005 and forms a corridor, linking areas of established woodland. The wood was planted with a mixture of native tree species like those used to build Nelson's Trafalgar Fleet. The Trafalgar Woods Project of 2005 was to commemorate the bicentenary of the Battle of Trafalgar (1805) and organised by the Woodland Trust and the Society for Nautical Research. The Trafalgar Woods Project established 27 new woods, one wood for every boat which took part in the British fleet at the battle.

### Recent management

D&G council hire the site from AMEY in a public private partnership. AMEY therefore undertake current ground maintenance within the school perimeter and just outside their fence. They ensure the fence is secure essentially but do not do anything else in terms of looking after the surrounding woodland. In 2023, a group of secondary pupils helped to clear a path down to the wooded area and removed a rhododendron. There have been several groups who have pruned the apple and plum trees within the orchard. In 2023, we discovered the invasive species New Zealand flatworm and set about their removal from the fruit trees.

The rural skills classes have done a lot of work on the orchard site but not the woodland.

A couple of years ago, many of the trees in Gashouse wood were felled due to disease. The area just behind the school playing fields has since been replanted. There are a lot of fallen fir trees from recent storms.

**Who else uses the woodland?**

Nobody else uses the woodland other than groups from the school. There is evidence of litter, but it appears this is thrown over the fence from the school grounds. School groups have put up boxes years ago, and there are old ones to take down which have fallen apart. The playing fields are used by members of the public mainly for dog walking, very occasionally it appears members of the public come into the orchard. Defiance wood is a public space, and used by local walkers and dog walkers.

**Description of landscape / topography / features of site**

Our Woodland is accessed from the back of the P.E. block. It is concreted round the back of the building and then we must cross over approximately 50m of the playing field (grass) to reach the orchard. It is reasonably flat but can be waterlogged especially in the winter or following heavy rain. To reach the woodland, there is an approximately 100m walk down in between the perimeter fence and a small ditch. There are bushes and young trees the whole way down, which we have trimmed to make it easier to access. It is relatively level underfoot with a slight downhill topography. It is not wheelchair accessible. As an emergency exit from the site, in the unlikely event of the path being blocked, we could cross the wall into the cemetery or even go into the field. There are remains of an old stone wall within the woods. Surrounding the fields are barbed and wire fences. (not electric) A 10 foot metal fence separates us from the school grounds.

**Description of habitats/wildlife corridors/dead wood resources**

The orchard provides an open habitat for insects, birds and small mammals. There are brambles and nettles around the perimeter, some standing water in the ditch. There are young saplings which have grown themselves as well as trees we planted last year- oak and sycamore. There is an overgrown hedgerow around the orchard which needs cut and laid. This would be the plan for this year either with forest school participants if they are interested or with rural skills class. There is some dead wood at the top of the site.

The small woodland is a mixture of deciduous and coniferous species including larch, beech, oak, holly, hazel, willow, Scots pine, alder and ash. There is a small burn through the centre, at some points quite steep on each side. The site is on a hill, with lots of nettles, gorse, brambles, raspberry plants and Rosebay willowherb growing on the slope. Some trees (birch? rowan?) have also been planted more recently, perhaps the age of the school.

**Description of natural processes occurring e.g. natural succession, seasonal changes, natural regeneration of woodland, life cycles**

There is evidence of natural succession where trees have fallen and some new growth is coming through the leaf litter. In the spring and summer months the area is shaded and cool. Within the winter months it feels quite open and you can see out across the fields to the hills.

Burrows have appeared in between Spring 2023 and Winter 2024, perhaps indicating movement of local wildlife from the nearest woodland across the fields (Horseshoe woods) which has been largely felled.

For life cycles of flora and fauna on site in more detail please see L Belford's Forest School portfolio.

## b. Landowner`s Agreement

We have permission to use both sites from AMEY, the school and the Duke of Buccleuch. The school has a leasehold agreement until 2027 for use of the WHApples orchard. See Appendix 3.

We do not have an agreement for Defiance Woods, and as such will not set up any dens or fires at that site. It will be used for walks, games and activities only.

## c. Woodland/Land Stewardship Plan: Three Year Plan

### Chosen site is already part of an existing management plan:

WHApples orchard was planted in 2012 so existing management continues from group in the school. We have links to Steilhead cider who will help advise us on pruning and planting. It was set up as a community orchard and there are many different links established in its management but the forest school leader (L Belford) is leading on this currently.

### This plan complements existing plans:

The forest school sessions could complement existing plans depending on the group of young people as the fruit trees need a winter prune. There are diseased trees and limbs which need removed and burnt- we could use these as the fire wood. Rural skills classes have cut down birch trees which could be used for habitat creation- or boundaries. There are many options for the forest school sessions to manage and improve the site- there are pallets for building things- bridge? Insect hotel? Or whatever they come up with.

### How factors identified in environmental impact assessment are managed:

The impact of our forest school sessions will be monitored and should improve the sites for our school, the productivity of the orchard and for wildlife.

### Review and monitoring of plan to demonstrate its effectiveness:

<b>Name of Woodland/Site:</b> Wallace Hall Woodland and WHApples orchard.	<b>Name of owner and contact details:</b> <b>Wallace Hall Academy contact</b> <b>Barry Graham (Headteacher)</b> <a href="mailto:qw08officewallace@ea.dumgal.sch.uk">qw08officewallace@ea.dumgal.sch.uk</a> <b>01848 332120</b>
<b>Location:</b> Next to and behind Wallace Hall Academy	<b>AMEY Ltd contact</b> <b>Donald Gill</b> <a href="mailto:donald.gill@amey.co.uk">donald.gill@amey.co.uk</a>
<b>Grid Ref:</b> NX 88273 95677	<b>Duke of Buccleuch contact</b> Anna Fergusson Call: 01848 600 283 Email: <a href="mailto:afergusson@buccleuch.com">afergusson@buccleuch.com</a>

**Frequency of use (who, how often, what for):**

Only used by the school. Only rural skills regularly using orchard site. Eco groups, DofE and outdoor learning occasionally.

Used for picking the fruit in Summer and Autumn months.

Forest school will use on a weekly basis and monitor impact following each session.

**Consider the impact of factors such as activities, access, resources etc in Year 1**

<b>Factors having an impact</b> (Activities, access, resources etc)	<b>Level of impact</b> (High, medium, low)	<b>How will this affect the woodland?</b>	<b>How will you manage this?</b>
Fire	Potentially high impact	Burning vegetation, leaving pollution in the form of burnt wood and ash.	We will aim to keep fires within the orchard space on a circular area designated for fires. We will not leave the fire pit/equipment out in between sessions to prevent other groups using it unsupervised.
Access to site and designated seating area.	Low	May wear down a path-but this won't adversely impact anyone.  Seating area already on a path.	Change the path route when required.  Change the location of seating area in wood (option on both sides of the burn)
Den making	Low impact if using tarps  Medium if creating a "hide"	May damage trees where ropes are tied.	Will take steps to prevent damage by suggesting using suitable branches.
Ground cover	Low	May degrade the leaf litter, wear down the earth where we are sitting.	Will not clear leaf litter for fires in the wood. May use the Kelly kettle on a large log, off the ground. Will use seating mats to mark out the fire circle.
Wildlife	Low	May disturb species-insects, birds, rabbits, badgers(?)	Will monitor species especially the evidence of burrows. If badger sett is in use we will minimise our use of that area.  When foraging we will apply the rules for sustainable use.



**Methods and frequency of monitoring used & how group is involved in this:**

We will be checking the site before and after each forest school session so will be able to monitor any impacts we are having on the environment. Some of the suggested activities will focus on identifying which species are present so the young people might take an interest in learning wildlife recording techniques.

**How these feedbacks to stewardship plan:**

Our findings as a group and any improvements we make will feedback to the overall stewardship of the school grounds. Our forest school lead is also overseeing the development of a wellbeing garden and outdoor classroom in the WHApples orchard. Both forest school leaders work in the school and so will be able to pass on progress to wider school community.

**Opportunities with wider woodland/site management include**

We are involved in the Kier Wood Regeneration project with D&G Woodlands and have carried out some tree planting already with Galloway Glens. Our connections with local producers of apple juice also will continue to support management of the site.

**Aims for year 2**

- We hope to put in a pond, perhaps digging some channels and seeing where water gathers could be a starting point for this.
- Wildlife surveys and Bioblitz events with Biology classes to assess current species found on site.
- Pruning of fruit trees and removal of disease/dead branches.

**Aims for year 3**

- Proper construction of a pond or ponds to increase biodiversity in the orchard.
- Laying the hedgerow around the orchard to make a more permanent structure to support biodiversity, provide a windbreak but also not compete for light and resources with the fruit trees.
- Replanting lost fruit trees and some other companion species.



### 3. Equality \*existing school policy\*

#### **Wallace Hall Academy – Inclusion and Equality policy (June 2019)**

**Link:** [https://drive.google.com/file/d/16-7ltED9CwAtMiRnzv9YucAUpyAeAai0/view?usp=drive\\_link](https://drive.google.com/file/d/16-7ltED9CwAtMiRnzv9YucAUpyAeAai0/view?usp=drive_link)

The Wallace Hall Academy Inclusion and Equality policy takes guidance from a number of important sources including Education Scotland, GIRFEC and The Equality Act 2010. It aims to ensure that all young people at Wallace Hall Academy are treated fairly and consistently at all times, with specific reference to the 9 protected characteristics:

1. Age
2. Disability
3. Gender reassignment
4. Pregnancy and maternity
5. Race
6. Religion or belief
7. Marriage and civil partnerships
8. Sex
9. Sexual orientation

Wallace Hall Academy is a school within Dumfries and Galloway Council and as such also takes guidance from the Council on Inclusion and Equality with reference to young people in our school and staff who work in our school.

#### **Wallace Hall Forest School will follow this, the leaders being responsible for:**

- placing the young person at the centre of all decisions;
- promoting inclusion and equality through their daily interactions with young people;
- ensuring breaches of this policy are dealt with fairly and consistently in line with the schools positive behaviour policy;
- ensuring breaches of this policy are recorded and passed on to the relevant line manager where appropriate.



4. Health & Safety including Accident & Emergency (RIDDOR)

**\*existing council policy\***

[https://drive.google.com/file/d/1uoox-y6n2v\\_j1\\_cwM2SKwLuvUna\\_ySP3/view?usp=drive\\_link](https://drive.google.com/file/d/1uoox-y6n2v_j1_cwM2SKwLuvUna_ySP3/view?usp=drive_link)

**Accident Reporting**

[https://drive.google.com/file/d/1Vr7TpTg7AQniK3N2k1mD0O1suyTgay6O/view?usp=drive\\_link](https://drive.google.com/file/d/1Vr7TpTg7AQniK3N2k1mD0O1suyTgay6O/view?usp=drive_link)

**SEE ALSO RISK ASSESSMENTS FOR ALL PLANNED ACTIVITIES.**

5. Cooking including food hygiene \*existing council policy\*



[https://docs.google.com/document/d/1A5deDMMc\\_LSIMamyvXRveO7bY6PHXtSg/edit?usp=drive\\_link&oid=116214289308948308640&rtpof=true&sd=true](https://docs.google.com/document/d/1A5deDMMc_LSIMamyvXRveO7bY6PHXtSg/edit?usp=drive_link&oid=116214289308948308640&rtpof=true&sd=true)

### **Wallace Hall Forest School – Fireside Cooking and Food Hygiene Policy**

During Forest School sessions at Wallace Hall Academy, some food cooking may take place. Forest School Leaders will ensure that the fireside cooking and food hygiene procedures are always followed. Appropriate risk assessments will be in place around fireside cooking and food hygiene.

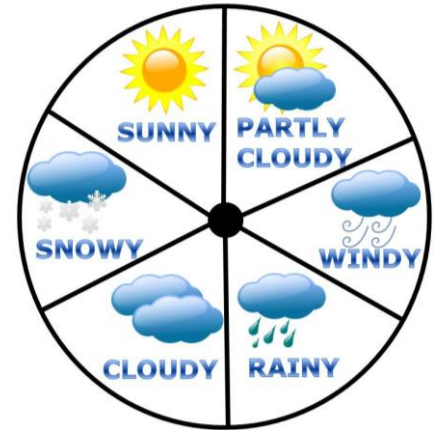
1. Forest School leaders will ensure that the food provided is appropriate for fireside cooking.
2. Food items will be in date.
3. Food items will be stored in appropriate containers and at appropriate temperatures to avoid bacteria growth and contamination.
4. Cooking utensils will be clean before and after use, using appropriate cleaning materials.
5. Adults and young people will ensure that hands are adequately washed using soap or antibacterial hand gel before touching food items and cooking equipment.
6. Food waste will be kept to a minimum, with waste being recycled where possible, and disposed of appropriately, when necessary.
7. Frozen food will not be cooked, and food items will not be cooked and reheated.
8. Medical records of young people will be checked to ensure that leaders are aware of any food allergies so that these foods are not provided at the Forest School.

## 6. Extreme Weather

Weather forecasts will be checked ahead of each session, but we do intend to go out in most conditions. In the event of extreme weather such as storms, we will postpone the session and participants will go to their regular lessons in the school building.

High winds: Wind speeds are monitored and risk is assessed according to the features of the specific sites (woodland/ school playground). If appropriate sessions may be cancelled due to high winds.

Rain: We will put up tarps for shelter whenever possible to keep participants comfortably dry. Getting wet may be part of the Scottish forest school experience however! They will be appropriately dressed in waterproof clothing so rain should not present a problem.



## **Wallace Hall Academy Forest School – Weather Policy**

Working outside and within natural surroundings is at the heart of the Forest School experience. Leaders and young people will dress appropriately and use appropriate equipment to fully participate in sessions in all kinds of weather.

All efforts will be made to ensure that Forest School sessions go ahead. However, exceptions will be made for weather events that could pose a danger to life. Forest School leaders will assess the weather conditions and any potential hazards that could come from weather conditions, before every session. Forest School leaders may cancel sessions due to the following types of weather:

- High winds which could pose the risk of falling trees or branches, and fire spreading
- Thunder and lightning which could result in people, trees/foliage or structures being struck
- Very hot weather which could result in dehydration and sun stroke
- Wet weather in very cold or freezing temperatures which could pose the risk of very low body temperatures which could increase the risk of hypothermia
- Icy conditions which could result in ground conditions that are too difficult to navigate safely

## 7. Fire

### Use of fire

Fires are an important part of our Forest School sessions, we aim to ensure that everyone participating in sessions with fires will do so safely and with as little risk to their health as possible.

Fires will only be used in sessions once participants are familiar with the setting and the Forest School leaders feel they are able to adhere to agreements regarding fire safety. We have a specific risk assessment referring to the use of fires which details the procedure. See appendix

### Eating, drinking and cooking

We talk to participants about keeping themselves safe in the woods and this means we shouldn't eat or drink anything unless told by an adult it is safe to do so (restricted to snack times usually). We also explain that there are things in the woods that are poisonous and so we remind them not to put their fingers and hands near their mouths and noses where possible. At snack time, hands are washed with running water and mild soap and we explain to the children why this is important.

We often cook our snack on the open fire, this could be items such as pancakes, popcorn and damper-bread, these are cooked by the adult leaders, children may be involved in the cooking process under close supervision, this could be using our specially adapted popcorn popper (two sieves wired together) to cook the popcorn in the fire (at a safe distance) or cooking damper bread or crumpets on sticks. These activities are individually risk assessed.



## **Wallace Hall Academy Forest School – Fire Policy and Procedures**

Fire lighting is an important skill that will be taught safely at WHA Forest School. All adults present at the Forest School will be adequately trained in fire safety, with a shared responsibility for ensuring that fire safety is always maintained. At the beginning of each session, all present will know who is responsible for the lighting, maintenance and extinguishing of the fire. All fires will be built within a designated that it clearly marked with adequate boundaries using logs. Only one person will be permitted to enter the fire circle space at one time. Movement around the fire will take place outside of the fire circle.

Forest school leaders will be responsible for ensuring that an appropriate site is identified for fire use, that that all appropriate site clearance takes place afterwards. Appropriate risk assessments will be in place to ensure that fire starting takes place safely during the lessons. Fire building will not take place until it has been confirmed that required safety equipment is present and in working order.

### **Fire Procedures**

1. Appropriate site for fire building will be identified in advance by a Forest School leader
2. Logs will be used to create a boundary of 1.5 – 2m around the fire pit
3. Only one young person at a time will be permitted inside the fire circle
4. Young people must traverse around the outside of the fire circle, with no running permitted
5. When the fire is in use young people are not permitted within the fire circle unless they are invited a responsible adult.
6. Forest school leaders will ensure that appropriate PPE is provided for fire making and that anyone tending the fire uses this PPE.
7. All those tending the fire will be required to tie hair back (where appropriate) and ensure that loose clothing is tucked in.
8. Fire blankets and water will be always on hand.

9. All adults present will be briefed on who to contact in the case of an emergency.
9. Flammable liquids and plastics will not be permitted on the fire.
10. Advice on wind direction and fire smoke will be provided to all attendees to minimise smoke inhalation from the fire.
- 11.. Fire extinguishing will take place safely using buckets of water at the end of every session.
12. The circle areas will be maintained, and cleared, when necessary, to conserve the natural area.

### **Kelly Kettles**

1. Kelly Kettles must be lit by, or under the close supervision of, a Forest School leader.
2. The Kelly kettle will be placed on a flat, clear surface.
3. Logs will be used to create a boundary of 1.5 around the Kelly kettle.
4. Young people can feed the fire with one-to-one supervision, whilst wearing appropriate PPE..
6. Forest School leaders will ensure that kettles are not boiled with the cork in.
7. Kettles will be removed from the fire bowl by a forest school leader
8. Kelly kettles will be safely extinguished using water if they have not burnt to ash before the end of the session.

## 8. First Aid \*existing school policy\*



**Both forest school leaders have completed an Outdoor First Aid course and will keep it updated. See appendix .**

### Wallace Hall 2-18

#### First Aid Policy & Procedures

If someone is seriously injured and assistance is required, the Office should be informed immediately. The procedure for pupils with less serious injuries is that they should seek out a Learning Assistant.

##### **Guidance in the case of accident to pupil**

- a. Take charge and keep calm.
- b. Assess the situation promptly – be firm, confident and positive especially towards the casualty.
- c. In the event of two casualties – deal with the more serious first.

##### **Can the casualty be moved? YES**

Send the pupil to find a Learning Assistant.

The Learning Assistant will assess the situation and deliver any treatment if required.

Take the casualty to the School Office for further First Aid if required.

The office will summon the designated First Aider.

##### **NO**

Ask a responsible person to contact the School Office (47700) to summon either the designated First Aider or the Emergency Services to the scene.

Keep the casualty as comfortable as possible as you wait for help to arrive.

The designated First Aider will assess whether the casualty can be moved.

**NOTE: any head injury should be treated as serious and the medical services should be contacted immediately.**

##### **Office Procedure for Pupil Seeking First Aid**

- a. In the event of serious injury the First Aider should be summoned and medical attention should be sought at once.
- b. The casualty's parents/carers should be notified of the incident.
- c. If appropriate, the casualty's GP should be contacted for further advice.
- d. In the event that the casualty's parents or additional contacts cannot be contacted, the Office Staff should pass this to a member of the Senior Management Team in order for them to make the necessary arrangements to transport the casualty to hospital/surgery or home (whichever is required). Only a member of staff with Business Insurance can do this and they must be accompanied by another member of staff. Alternatively, if there is someone able to drive the school minibus, the pupil could be transported in that.
- e. For minor first aid pupils should seek assistance, in the first instance, from the Class Teacher (each classroom has a wallet of essential first aid supplies eg. plasters) . If they require further assistance, only if a purple polo cannot assist, they would go to the school office.



If a pupil or member of staff is injured, or property damaged as a result of an incident, the person involved/teacher in charge of the class is required to submit a written report as soon as possible and the appropriate Accident Form - Accident/Incident Form

Staff should be aware of the following:-

- a. The Authority’s policy on First Aid – please see links First Aid at Work Standard Education Services First Aid Procedures and Health Care in Schools 2-18.
- b. The location of First Aid supplies.
- c. The names of qualified First Aiders and Appointed Persons.

First Aiders Member of Staff	Qualification	Telephone	Appointed Persons	Telephone
Leah Belford & Lauren Robertson	Outdoor First Aid	With forest school group	B Graham	47704
Jillian Maxwell	First Aid	47800	John Blair	47706
Lynne Smith (Primary)	EFAW	47801	Euan Mack	47705
Jen Graham	EFAW	47788	Sarah McDiarmid	47805
Judi Park (ELC)	Paediatric First Aid	47819	Suzanne Renwick	47805
Wilma Marchbank	Emergency Paediatric First Aid	47808	Lynne Smith	47801

### 9. Unwell children

While it is not our policy to care for sick children, who should be at home until they are well enough to return, we agree to administer medication as part of maintaining their health and well-being or when they are recovering from illness, if necessary.

Children taking prescribed medication must be well enough to attend the setting

Only prescribed medication is administered. It must be in-date and prescribed for the current condition

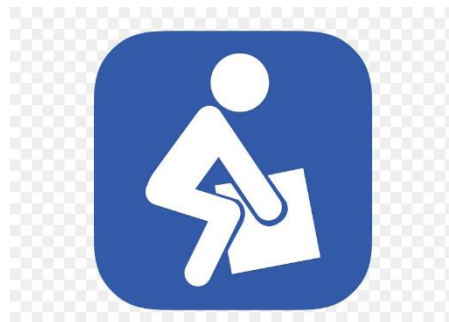
Children’s prescribed medicines must be stored in their original containers, clearly 12 labelled and are inaccessible to children.

Parents must give prior written permission for administration of medication.

Any medicine handed to a member of staff will be kept by the forest school leader for the duration of the session, then returned to the participant.



## 10. Manual Handling



Guidelines for lifting:

[https://drive.google.com/file/d/14zsGXDCR1BPkmJmlkdMGisH0-67kuRhR/view?usp=drive\\_link](https://drive.google.com/file/d/14zsGXDCR1BPkmJmlkdMGisH0-67kuRhR/view?usp=drive_link)

Risk assessment form:

[https://drive.google.com/file/d/1-sX8B10Tqr1liaWD01Lv5K-KOnp2Tehe/view?usp=drive\\_link](https://drive.google.com/file/d/1-sX8B10Tqr1liaWD01Lv5K-KOnp2Tehe/view?usp=drive_link)

Flowchart:

[https://docs.google.com/document/d/1VZ-xvG7XhSR8CLYaFX4rqI9TINi2XIWO/edit?usp=drive\\_link&oid=116214289308948308640&rtpof=true&sd=true](https://docs.google.com/document/d/1VZ-xvG7XhSR8CLYaFX4rqI9TINi2XIWO/edit?usp=drive_link&oid=116214289308948308640&rtpof=true&sd=true)

## 11. Risk Management

The Benefit- Risk Assessment (BRA) procedure ensures that all children (and adults) at Forest School remain as safe as reasonably possible, whilst allowing the children to experience some degree of appropriate 'risk', which is important for their learning, development and enjoyment! We plan our activities and write our BRA taking into account the benefits of the activity for the children. Our BRA's are working documents and a copy of these is available on site during the sessions and within this handbook. (see section 12)



12. Risk Assessments *[Forest School Risk Assessments should be appropriate to the client group including individual/special needs and should include (not limited to): Site; Collecting Natural Materials; Den Building; Ropes; Tools; Camp fires; Camp fire cooking; Weather.*

A Cost Benefit analysis is done when considering any new activity or undertaking an activity with a different group of participants. (See appendix 10).

This will need to be checked and updated each and every time an activity is done.

The following are the risk assessments used for our first block of sessions, February/March 2024

Generic risk assessment:

<b>Hazard</b>	<b>Risk Rating (H,M,L)</b>	<b>Control Measures</b>	<b>Risk Rating with Control Measures</b>
Slips, trips and falls on uneven ground	2x2 M	Safety briefing, adequate footwear, any obvious hazardous debris (i.e. fallen branches) removed from fire pit area, first aid kit provided	M
Cuts, splinters, burns	1x2 L	Safety briefing, 1:4/5 staff ratio, first aid kit, protective gloves provided, fire circle clearly marked out, one person at a time in the fire circle, hair tied back	L
Getting too cold	3x1 M	Adequate clothing worn with spares provided, regular check-ins with participants, keeping active, taking pupils inside if too cold, keeping an eye on weather forecast	L
Participants wandering off	1x2 L	Setting boundaries, having a call noise, 2 responsible adults to supervise, 'safe trees' identified, set toilet breaks	L
Blunt force trauma	1x1 L	2 responsible adults to supervise, first aid kit, first aid trained adult, safety briefing	L



### **Emergency Action Plan**

***If emergency in need of ambulance.***

***Call 999 using mobile phone (there is reception on site).***

***Request mountain rescue (if the person cannot make it to the PE department).***

***☐ We are at Wallace Hall Academy. Grid ref PE department & orchard: NX883 955 (grid.slams.overused) Woods: NX884 956 (shelving.clays.fairway)***

***☐ Nearest postcode: DG3 5DS***

***☐ Directions for ambulance: Go to Wallace Hall Academy, turning right into the school property, then left to the front of the school, follow it round to the other side of the PE building, turn left, drive along the tarmac next to the building. We will station people to look out for you.***

***PROCEDURE:***

***First aiders stay with young person doing first aid, and one stays with young person in ambulance (goes to hospital).***

***The forest school leader:***

***☐ Phones emergency services***

***☐ Gathers and settles other kids, keeps a few helpers to direct the ambulance, sends others back to class.***

***☐ Get out the medical information of injured young person.***

***☐ Go to PE department to meet mountain rescue, station other children at front of the school to send ambulance to PE department, help paramedics to find injured person***

***☐ Follow school procedures about phoning the parent/carer of injured young person.***

### 13. Tools

## Tool Use Policy

### Aim:

As a forest school practitioner you have a priority to ensure the safety of your clients and also the conservation of your forest area. This policy aims to provide clear guidelines for the use of tools within the forest school environment. This policy should be used in conjunction with the individual tool cards.

### Tools and their storages:

As a practitioner you should:

- Ensure tools are stored in a dry, secure location when not on site.
- Tools should be checked regularly and well maintained.
- Faulty and damaged tools should be removed from circulation. They should be either be fully repaired or safely disposed of.
- When on site tools should be stored in a dry lockable box to ensure the safety of your clients.

### Before using Tools in the Woodland:

Ensure these elements are completed before the use of tools is taught:

- Designate an area in the woodland where tools will be stored when not in use. Ideal practice would be to create a tarp shelter to keep tools dry and make the storage area very clear.
- Designate and create a safe environment for the use of tools. This may require the movement of ground layer materials to provide a safe, trip free environment.
- When considering the safe area for use of tools refer to the blood bubble. The safe working space around an individual or pair of individuals is referred to as the 'Blood Bubble'. The name is designed to show that this is the safe distance bystanders should stay out of to avoid being hurt, when a tool is in use. The 'Blood Bubble' is given a consistent size (two arms and a tool's length) so pupils easily remember. With younger children it may be necessary to mark out the 'Blood Bubble', as they may not be able to visualise the size of the area.

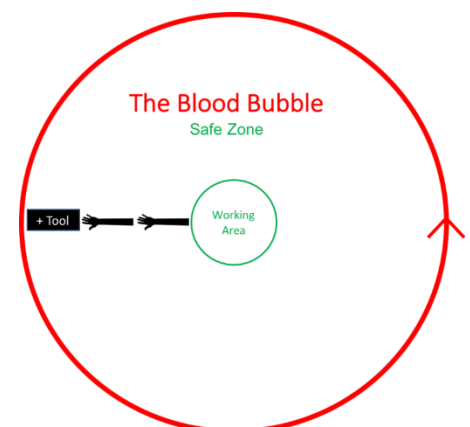
### Working with Tools with Clients:

When teaching clients:

- Clients should be briefed about the importance of using tools safely and ensuring we are respectful of the woodland environment when using them.
- Before starting to use tools clients should learn the Tool Talks for any tool being used.

The clients should be able to give their own tool talks fluently, so they thoroughly understand their safe use.

- As a practitioner you have to assess the client groups abilities and behaviours to decide whether independent use of tools can be allowed. Before allowing clients to use tools



independently, the correct use should be modelled repeatedly, then the use should be closely supervised until you are comfortable with independent use.

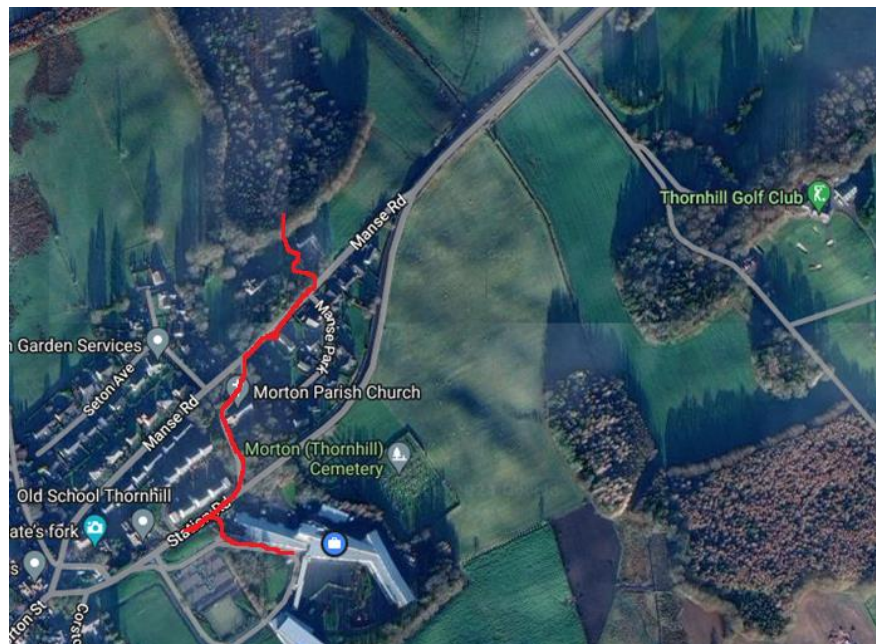
- Smaller group sizes should be considered when working with tools. An appropriate level of practitioner supervision is required, especially when working with children.
- As a practitioner if you feel clients are causing a risk to themselves or others during the activity (through use of tools or their behaviour), you have to be prepared to stop the activity and reteach or discontinue the activity.
- Ensure tools are locked away at the end of the activity. Tools should be cleaned, safety checked and stored correctly for when they are used next

#### 14. Transport

All sites are within walking distance of the school and so we shall not be using our mini buses for forest school sessions. Forest school leaders have valid driving licenses, and L Belford is qualified to drive the mini bus in case of emergency or moving equipment etc.

The third site will require us to walk as a group to the woodland. We shall need to cross 2 quiet roads, one with a crossing site (Station road) and one without (Manse road). There is pavement the whole way along the roads and off road paths. We shall need to walk participants single file at some points with a forest leader at the front and rear. We shall follow a practiced technique to cross the road together safely as a group.

Walking route to Defiance Wood shown in red. (Takes approximately 5-10 minutes)



## 15. COSHH

The law requires you to adequately control exposure to materials in the workplace that cause ill health. This is the Control of Substances Hazardous to Health Regulations (COSHH). During forest school sessions we shall not be using chemicals however Many materials or substances used or created could potentially harm your health. These substances could be dusts, gases or fumes that you breathe in, or liquids, gels or powders that come into contact with your eyes or skin. There could also be harmful micro-organisms, plants or fungi present that can cause infection, an allergic reaction or are toxic. Participants will be warned about the effects of prolonged inhalation of wood smoke from our fires, and taught how to minimise this. The risk assessments for the site will assess regularly for the presence of harmful plants and fungi, and participants will be warned and supervised to ensure they don't make contact with any potentially harmful substances.



## 16. Insurances

See page and appendices



## Welfare including

- a. Clothing - pupils will be instructed to wear wellies, warm clothing and waterproofs. We also have some spares in the shed so will source relevant sizes.
- b. PPE- There are gloves in the first aid kit for personal contact. There are fire gloves for working with fire. Thick gardening gloves are used for working with the tools and clearing vegetation.
- c. Toileting- Outdoor toileting next to cemetery wall will be available. Students will be encouraged to go at the beginning of the day. We will move to the orchard space towards the end of each session so they are closer to the PE block.
- d. Food & drink- We shall provide snacks as the session will run over their morning break. Allergies will be checked in parental permission form. Water and hand gel will be available for hand washing before food preparation and eating.

## **Wallace Hall Academy Forest School Welfare Policy**

Ensuring child welfare is crucial within a Forest School setting. Leaders will therefore ensure that all young people and appropriate adults are briefed in safe: toileting, tool use and PPE use.

Safe working with tools is an essential skill to be taught at any Forest School. Forest School leaders will therefore be responsible for ensuring that participants are briefed on how to handle and store tools safely whilst using appropriate PPE.

Forest School leaders will ensure that all participants are clear on the toileting policy to help ensure that comfort of all in attendance.

## **Tools, Equipment and PPE**

1. The Forest School leaders will ensure that all attendees have access to appropriate PPE, equipment, and tools so that safe participation in lessons can take place.
2. Tool checks will be carried out by the leaders before every session to ensure that equipment is safe to use.
3. Any defective tools will be removed from the tool store.
4. Tool maintenance will take place on a regular basis.
5. Tools will be stored in a secure store and transported to the Forest School site safely, under the supervision of the Forest School leaders.

## **PPE**

Personal Protective Equipment Personal Protective Equipment (PPE) and appropriate clothing is essential when running Forest School sessions. The below steps will be carried out to ensure that young people and adults are appropriately prepared to participate fully in Forest School sessions:

1. The Leader will ensure there are appropriate gloves available for lighting the fire, handling sharp foliage, and for using a variety of tools.
2. Briefings on how and why to use PPE correctly will be provided.
3. Staff will ensure that PPE is cleaned when necessary.
4. Pupils will be encouraged to bring clothing which is appropriate for the season and for the activities. A full kit list will be provided to parents (see parent letter).
5. Spare clothing will be kept by the Forest School to ensure that all participants are adequately dressed for activities.
6. cool and damp even in the warmer months. A kit list is recommended to parents for all seasons, for the full kit list please refer to our Parent Handbooks.

## **Toileting**

Forest school sessions are approximately two hours long and so toilet procedures are in place to ensure the comfort of all participants.

1. Participants will be provided with the opportunity to use the toilets within the main school building before leaving to attend the Forest School site.
2. In the event that a young person should require the toilet during the session, they will be encouraged to use the toilet in the main building.

3. Depending on the site used for the particular session, Forest School leaders will assess whether or not an adult must accompany the young person to and from the site to the main building.

17. Safeguarding and anti-bullying (to include protection of vulnerable groups & Getting it Right for Every Child GIRFEC)

Link: [https://drive.google.com/file/d/1Oq64Tyj46yB2EVZRa9vwPBUQNjMS-yXD/view?usp=drive\\_link](https://drive.google.com/file/d/1Oq64Tyj46yB2EVZRa9vwPBUQNjMS-yXD/view?usp=drive_link)

18. Data Protection, personal data handling, confidentiality \*Existing council policy\*

Link:

[https://docs.google.com/document/d/13kpRaeDwS\\_N6Qu1KSCd\\_HFvMDdgW5o4g/edit?usp=drive\\_link&oid=116214289308948308640&rtpof=true&sd=true](https://docs.google.com/document/d/13kpRaeDwS_N6Qu1KSCd_HFvMDdgW5o4g/edit?usp=drive_link&oid=116214289308948308640&rtpof=true&sd=true)

See Appendix (poster)

19. Complaints and Grievance \*Existing council policy\*

Link: [https://drive.google.com/file/d/1YhDSNpae1OQ2zLzkMilAbclaPDz9k9d-/view?usp=drive\\_link](https://drive.google.com/file/d/1YhDSNpae1OQ2zLzkMilAbclaPDz9k9d-/view?usp=drive_link)

## 20. Lost or missing child

See the risk assessment for “Pupils Absconding from School Grounds”. The forest school set up allows us to have eyes on the whole group and there to be a clear boundary- not many routes in/out for the young people to leave. They would have to pass the school- many windows both sides of the building. Will have clear calls to signal when the group should reassemble.

## 21. Social Media protocols \*Existing council policy\*

Link: [https://drive.google.com/file/d/19FLWCGtDFg-MMpF6jhAIBfUrQbcTTJcX/view?usp=drive\\_link](https://drive.google.com/file/d/19FLWCGtDFg-MMpF6jhAIBfUrQbcTTJcX/view?usp=drive_link)

## 22. Staff, ratios, roles and responsibilities

Wallace Hall Forest School will have a ratio of 1:6 maximum. The first sessions will have 9 young people with 2 adults for safeguarding. As we will be in close proximity to the school there will be easy access to additional staff in case of emergency.

The roles and responsibilities of both Leah Belford and Lauren Robertson will be the same. We are both currently trainees on the FOLA level 8 course. We both have Outdoor First Aid qualification.

Together we will be responsible for:

Planning and running forest school sessions.

Ensuring the comfort, health and safety of the participants.

## 23. Visitor Protocol

We don't have any planned visitors to our forest school sessions apart from our tutor(s) from the Barony observing as part of the FOLA level 8 coursework.

Should outside agencies such as Wildlife Trust or DGOWL have input they are already registered at our school. Any other visitor, such as a parent of a participant or other interested party from the school community, (who is not an employee of the school) would need to be added to the school's

volunteer register. The protocol is that this is then submitted to the council on a regular basis by the school support manager.

Outdoor visitors sign in at the front office and are issued a lanyard, they remain with staff so they know what to do in an emergency etc.

24. Additional Support Needs **\*Existing School Policy\***

Link: [https://drive.google.com/file/d/10v81TLf6duFdxoJZUIHftMKkvkWbgush/view?usp=drive\\_link](https://drive.google.com/file/d/10v81TLf6duFdxoJZUIHftMKkvkWbgush/view?usp=drive_link)



## Your Zurich Municipal Insurance

Our Reference    **MN/IND**  
 Policy Number    **QLA-06U007-0063**  
 Customer Name    **Dumfries and Galloway Council**

### To Whom It May Concern

This is to confirm that Dumfries and Galloway Council have in force with this Company until the policy expiry on 30 September 2024 Insurance incorporating the following essential features:

Limit of Indemnity		
Public Liability	£25,000,000	any one event
Pollution/Products Liability	£25,000,000	for all claims in the aggregate during any one period of insurance any one event inclusive of costs
Employers' Liability	£25,000,000	any one event inclusive of costs
Excess		
Public Liability/Products Liability/ Pollution	£100,000	any one event
Employers' Liability	£100,000	any one event
Indemnity to Principals	Covers include a standard Indemnity to Principals Clause in respect of contractual obligations.	
Full Policy	The policy documents should be referred to for details of full cover.	

Yours sincerely

Zurich Municipal

03 October 2023



### Contact Details

Call us on  
0800 232 1927

We may record or monitor calls to improve our service.

Email us at  
[caron.harris@uk.zurich.com](mailto:caron.harris@uk.zurich.com)

Visit us at  
[www.zurich.co.uk/municipal](http://www.zurich.co.uk/municipal)

Write to us at  
Zurich Insurance Company Ltd  
Zurich House  
1 Gladiator Way  
Farnborough  
GU14 6GB





## Select Casualty module





## Contents

Please click the titles below to navigate to the section

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Part D – Libel and slander	18
Part E – Professional negligence	20





# Part A – Public liability

## Section 1 – Special Definitions

### Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

### Costs and Expenses

- a) Claimants' costs and expenses which the insured become legally liable to pay
- b) costs incurred with the insurer's written consent in defending any claim for damages
- c) costs incurred with the insurer's written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission

relating to any event which may be the subject of indemnity under this part.

### Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the insured
- b) a labour master or labour only subcontractor or persons supplied by any of them
- c) self-employed
- d) under a work experience or similar scheme
- e) hired or borrowed by the insured from another employer
- f) volunteering to assist or co-opted to assist the insured

and working for the insured in connection with the business while under the insured's direct control or supervision.

### Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

### Geographical Limits

- a) The territorial limits
- b) anywhere in the world in respect of work carried out during temporary visits by any member or Employee normally resident in and travelling from the territorial limits
- c) anywhere in the world in respect of Products supplied in or from the territorial limits other than the United States of America, Canada and any territory under their jurisdiction.

### Injury

Bodily injury, illness or disease (including death).

### Pollution or Contamination

- a) Pollution or contamination of buildings or other structures or of water, land or the atmosphere; and
- b) loss or damage or Injury directly or indirectly caused by such pollution or contamination.

### Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the insured or on the insured's behalf in the business.





## Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

## Section 2 – Cover

The insurer will indemnify the insured in respect of all sums which the insured may become legally liable to pay as damages in respect of:

- a) accidental injury to any person other than an Employee
- b) accidental damage to property
- c) accidental obstruction, accidental trespass, accidental nuisance, accidental interference with pedestrian, road, rail, air or waterborne traffic, accidental invasion of the right of privacy excluding any liability arising under Regulation (EU) 2016/679 (General Data Protection Regulation) or Data Protection Act 2018, accidental interference with any right of air, light, water or way, wrongful interference with goods
- d) unlawful detention, imprisonment or arrest

occurring during the period of insurance within the Geographical Limits in the business.

The insurer will also pay Costs and Expenses. Costs and Expenses will be payable in addition to the limit of indemnity other than in respect of any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

where the limit of indemnity will be inclusive of Costs and Expenses.

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The insurer will indemnify the insured against legal costs and expenses incurred with the insurer's prior written consent in defending any criminal prosecution including an appeal against a conviction arising from any such prosecution and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the business and which relates to any event involving injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the total liability of the insurer under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity specified in the schedule
- b) this clause will only apply to proceedings brought in the territorial limits
- c) the insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the insured
- d) the insured will give to the insurer immediate notice of any summons or other process served upon the insured which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding
- f) the insurer will be under no liability:
  - i) where the insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of:
    - 1) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order or any regulations made thereunder
    - 2) the Food Safety Act 1990 or any regulations made thereunder
    - 3) the Consumer Protection Act 1987 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance



- g) where the insurer has already indemnified the insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the insurer's liability payable under this clause.

## 2.2 Costs of Criminal Proceedings

The insurer will also indemnify the insured and at the insured's request any member or Employee against:

- a) legal Costs and Expenses incurred with the insurer's written consent
- b) costs incurred with the insurer's written consent in the defence of any criminal proceedings brought against the insured or such member or Employee for an alleged breach of:
  - i) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978
  - ii) Part II of the Consumer Protection Act 1987
  - iii) Part II of the Food Safety Act 1990

and which relates to any event involving Injury or damage to property which is or may be the subject of indemnity under this part occurring during the period of insurance in the business including legal costs and expenses incurred with the insurer's prior consent in any appeal against conviction arising from such proceedings.

Provided always that this indemnity will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the insured or any member or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the insured will immediately repay the insurer all costs and expenses paid by the insurer prior to any deliberate act or omission being established
- iv) proceedings related to health, safety or welfare of Employees.

## 2.3 Court Attendance Costs

In addition to the limit of indemnity the insurer will pay the insured a daily rate of £500 if any member or Employee is required to attend court as a witness at the insurer's request.

## 2.4 Damage to Reputation

In the event of a claim or series of claims arising from any one cause for which the insured would be entitled to receive indemnity under this part the insurer will in addition to the indemnity provided by this part and subject to the insurer's prior agreement indemnify the insured for reasonable costs incurred by the insured to mitigate resultant damage to the reputation of the insured.

Provided always that:

- a) the damage to the insured's reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the insurer's liability under this clause will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or excess in any one period of insurance
- c) the insurer will not be liable under this clause unless the insurer has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the insured.

## 2.5 Defective Premises Act 1972

The insurer will also indemnify the insured in respect of the insured's legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with premises which have been disposed of by the insured.

Provided always that the insurer will not be liable:

- a) for the cost of remedying any defect or alleged defect in the said premises
- b) in respect of liability more specifically insured under any other insurance.



## 2.6 Environmental Clean Up Costs

The insurer will also indemnify the insured in respect of all sums including statutory debts which the insured may become legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident that takes place at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the same time such incident takes place

- b) the insurer's liability under this clause will not exceed £1,000,000 for any one occurrence and in the aggregate in any one period of insurance and will be the maximum the insurer will pay inclusive of all Costs and Expenses. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified
- d) the insurer will be under no liability:
- i) in respect of Clean Up Costs for damage to the insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the insured's care, custody or control
  - ii) for damage connected with pre-existing contaminated property
  - iii) for damage caused by a succession of several events where such individual event would not warrant immediate action
  - iv) in respect of removal of any risk of an adverse effect on human health on the insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the insured's care, custody or control
  - v) in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
  - vi) in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
  - vii) for damage resulting from an alteration to subterranean stores of groundwater or to flow patterns
  - viii) in respect of the costs for the reinstatement or reintroduction of flora or fauna
  - ix) for damage caused deliberately or intentionally by the insured or where the insured has knowingly deviated from environmental protections or where the insured has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which the insured are responsible
  - x) in respect of fines or penalties of any kind
  - xi) for damage caused by the ownership or operation on behalf of the insured of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of water
  - xii) for damage which is covered by a more specific insurance policy
  - xiii) for damage caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
  - xiv) for damage caused by disease in animals belonging to or kept or sold by the insured.

## 2.7 Indemnity to Other Persons

In the event of any claim in respect of which the insured would be entitled to receive indemnity under this part being brought or made against:

- a) any member
- b) any Employee
- c) any principal for whom the insured are or have been carrying out work but only to the extent required by the contract for the work

the insurer will indemnify such person if the insured so request against such claim and or any costs, charges and expenses in respect thereof.



Provided always that:

- i) the insured would have been entitled to indemnity had the claim been made against the insured but this proviso will not apply to liability attaching to any Employee which arises out of the performance by that Employee of any statutory function in respect of which the insured have agreed to provide the Employee with an indemnity; and
- ii) such person is not entitled to indemnity under any other insurance; and
- iii) such person will as though they were the insured observe, fulfil and be subject to the terms and conditions of this part; and
- iv) such person was at the time of the incident giving rise to the claim acting within the scope of their authority; and
- v) the insurer will not be liable unless the insurer has the sole conduct and control of all claims.

### 2.8 Joint Liabilities

If the insured comprises more than one party the insurer will indemnify each party as though a separate policy had been issued to each of them.

### 2.9 Legionella

The insurer will also indemnify the insured in respect of all sums which the insured may become legally liable to pay as damages in respect of Pollution or Contamination caused by or arising from any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like.

Provided always that:

- a) all Pollution or Contamination which arises out of or as a consequence of any discharge, release or escape of legionella or other airborne pathogens from water tanks, water systems, air-conditioning plants, cooling towers and the like will be deemed to have occurred on the date that the insured first becomes aware of circumstances which have given or may give rise to such Pollution or Contamination
- b) regular assessments are carried out of all water systems to assess the risk of legionella and any risks identified in the risk assessment are suitably managed
- c) the insurer will be under no liability under this clause:
  - i) if before the current period of insurance the insured had become aware of circumstances which have or may give rise to such Pollution or Contamination
  - ii) unless the insured at the time Pollution or Contamination which arises out of or as a consequence of discharge, release or escape of legionella or other airborne pathogens is deemed to have occurred is in compliance with the Health and Safety Commission's Approved Code of Practice entitled "Legionnaires Disease – The control of legionella bacteria in water systems"
- d) the insured will give notice in writing to the insurer immediately on becoming aware of circumstances which have given or may give rise to a claim under this clause
- e) the total liability of the insurer under this clause will not exceed in the aggregate the sum stated in the schedule as the limit of indemnity in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

Special exclusion 8 will not apply to this clause.

The insured will at inception of this clause and annually thereafter provide to the insurer details of the number of premises owned or operated by the insured where cooling towers and or evaporative condensers are present.

### 2.10 Personal Liability

At the insured's request this part will apply to the personal liability of any:

- a) member or Employee or any member of the family of such member or Employee in connection with the business
- b) member of sports and social clubs operating in the business while engaged in club activities.

Provided always that:

- i) this will not apply to liability more specifically insured under any other insurance; and
- ii) any person indemnified will as though they were the insured fulfil and be subject to the terms and conditions of this part; and
- iii) the insurer will not be liable:
  - 1) unless the insurer has the sole conduct and control of all claims
  - 2) where liability attaches because of a contract or agreement and which would not otherwise have attached



- 3) where liability arises from any employment, business, profession or trade
- 4) where liability arises from the ownership, occupation, possession or use of any land, building, motor vehicle, caravan, watercraft or aircraft.

### Section 3 – Special Exclusions

This part does not cover:

#### 1. Aircraft Products

liability arising from Products which at the time of the contract of sale or supply are knowingly sold or supplied for use in craft designed to travel through air or space

#### 2. Airports

liability arising out of flying operations and activities incidental to such operations in respect of any airport owned or operated by the insured

#### 3. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

#### 4. Exports to the USA or Canada

liability arising from Products which at the time of the contract of sale or supply are knowingly exported to the United States of America or Canada or territories under their jurisdiction

#### 5. Foreign Operations

any associated or subsidiary company of the insured's or branch office or representative of the insured's with power of attorney domiciled outside the territorial limits

#### 6. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court of law outside the territorial limits

#### 7. Motor

liability arising from the ownership or possession or use by the insured or on the insured's behalf of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle:

- a) which is licensed for road use
- b) for which compulsory motor insurance or security is required
- c) which is more specifically insured.

Provided always that this exclusion will not apply in respect of:

- i) liability not more specifically insured under any other policy arising during the act of loading or unloading any mechanically propelled motor vehicle, plant or attachment of the motor vehicle or the bringing to or the taking away of a load from such vehicle, plant or attachment
- ii) the use of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle solely as a tool of trade unless more specifically insured or unless compulsory motor insurance or security is required
- iii) the authorised movement on the insured's premises or contract site of any mechanically propelled motor vehicle, plant or attachment of the motor vehicle unless more specifically insured or unless compulsory motor insurance or security is required
- iv) the insured's activities in maintaining, servicing, testing and checking or repairing motor vehicles not owned, hired, leased or borrowed by the insured provided always that the insurer will not be liable for any liability resulting from the use on the road within the meaning of the Road Traffic Acts of any vehicle while under the control of any person for whose acts the insured is responsible or but for the fact that such control is unauthorised the insured would be responsible

#### 8. Pollution or Contamination

liability in respect of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance. All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place



#### 9. Professional Advice, Design or Specification

damage arising out of professional advice, design or specification given by the insured for a fee or in circumstances where a fee would normally be charged but this exclusion will not apply to:

- a) damage resulting from those activities which the insured have a statutory duty to perform
- b) damage to property other than that which is the subject of such professional advice, design or specification

#### 10. Property Damage and Defective Work

- a) damage to that part of any property upon which the insured or any servant or agent of the insured's is or has been working where the damage is the direct result of faulty workmanship prior to the sale or transfer of the property to some other party
- b) damage to land or property previously owned by the insured but sold or transferred to another party where such damage results from a defect in that land or property
- c) losses consequent upon damage to property designed by the insured or on the insured's behalf and subsequently sold or transferred to some other party
- d) the cost of rectifying defective work carried out by or on behalf of the insured

#### 11. Property Held in Trust

damage to property belonging to the insured or in either the insured's or any Employee's custody and control or held in trust by or borrowed, rented, leased or hired for use by the insured but this exclusion will not apply to:

- a) the personal effects including vehicles or their contents of any member, Employee or visitor
- b) buildings or their contents temporarily occupied by the insured for the purpose of carrying out work therein or thereon
- c) premises or their fixtures and fittings hired, rented, leased or lent to the insured other than such damage if liability is assumed by the insured under a tenancy or other agreement and would not have attached in the absence of such agreement

#### 12. Replacing or Rectifying Products

replacing, reinstating, rectifying, recalling, removing, repairing or guaranteeing the performance of Products or making a refund on the price of any Product or damage to the Products themselves

#### 13. Vessels and Craft

liability arising from the ownership or possession or use by the insured or on the insured's behalf of craft designed to travel through air or space, hovercraft or watercraft other than waterborne vessels not exceeding 10 metres in length used on inland waterways

#### 14. Cyber

liability arising out of any actual (or alleged) unauthorised acts (including malicious acts) which results in access to, disruption of, or any failure of any computer or other equipment or component or system or item which processes, stores, transmits or receives Data.

### Section 4 – Special Provisions

#### 1. Discharge of Liability

The insurer may at any time pay any limit of indemnity after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the insurer's written consent prior to the date of such payment.

#### 2. Limit of Indemnity

The limit of indemnity stated in the schedule is the insurer's monetary limit (other than any limit otherwise stated) and applies to any claim or series of claims arising from any one cause except for claims caused by:

- a) Products
- b) Pollution or Contamination

where in respect of each the limit of indemnity stated applies in the aggregate in any one period of insurance.

#### 3. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim against or by the insured or series of claims against or by the insured arising directly or indirectly from a single act of terrorism will be £5,000,000.



## Part B – Officials indemnity

### Section 1 – Special Definitions

#### Costs and Expenses

- a) Claimants' costs and expenses which the insured become legally liable to pay
- b) costs incurred with the insurer's written consent in defending any claim for damages

which may be the subject of indemnity under this part.

#### Financial Loss

Economic or pecuniary losses for which the insured may be held legally liable in the law of tort.

#### Geographical Limits

- a) The territorial limits
- b) elsewhere in the world in connection with temporary visits by any member or employee and normally resident in and travelling from the territorial limits.

#### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all Financial Loss directly or indirectly caused by such pollution or contamination.

#### Products

Goods or anything including packaging, containers, labels and instructions sold, supplied, hired out, constructed, erected, installed, treated, repaired, serviced, processed, stored, handled, transported or disposed of by the insured or on the insured's behalf in the business.

### Section 2 – Cover

#### Section 2A – Negligent and Accidental Acts or Omissions

The insurer will indemnify the insured in respect of sums which the insured may become legally liable to pay as damages for Financial Loss directly caused by a negligent and accidental act or omission committed or alleged to have been committed within the Geographical Limits by an employee or member in the normal execution of their duties for the business for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition the insurer will pay Costs and Expenses.

##### 2A.1 Bailiffs

Any bailiff acting for the insured under a contract for services will be regarded as an employee but will not be entitled to indemnity under clause 2A.3

Provided always that:

- a) this cover will not apply where the bailiff is entitled to indemnity from any other source
- b) general condition 10 of this policy will not apply to this clause.

##### 2A.2 Court Attendance Costs

In addition to the limit of indemnity the insurer will pay the insured a daily rate of £500 for each member, employee or volunteer required to attend court as a witness at the insurer's request.

##### 2A.3 Indemnity to Other Persons

The insurer will also indemnify under the terms of this part at the insured's request any member, employee or volunteer.

Provided always that:

- a) the insured would have been entitled to indemnity had the claim been made against the insured but this proviso will not apply to liability attaching to any employee in their personal capacity which arises out of the performance by that employee of a statutory function under the terms of a written agreement with the insured under the terms of which the insured has agreed to provide the employee with an indemnity
- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act



- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority
  - iii) will be subject to the terms and conditions of this part in so far as they can apply
- d) the insurer has the sole conduct and control of any claim
- e) general condition 10 of this policy will not apply to this clause.

#### **2A.4 Outside Entity Contingency Cover**

At the insured's request the insurer will indemnify any employee or member arising from their service on the board or participation in the capacity of a governor, officer, trustee, director, committee member or other official of any not-for-profit entity other than the insured.

Provided always that:

- a) the service or participation by the employee or member is specifically requested by or under the specific direction of the insured
- b) the insured is legally entitled to approve the service or participation and to indemnify the employee or member in respect of it
- c) any payment will only be made by the insurer for an amount in excess of any indemnification or insurance coverage provided by the not-for-profit entity or afforded from any other source and to which the employee or member is entitled
- d) general condition 10 of this policy will not apply to this clause.

#### **2A.5 Ultra Vires**

The insurer will also indemnify the insured in accordance with section 2A for Financial Loss where the act or omission directly causing such Financial Loss was committed by an employee or member in the reasonable belief (judged by an objective standard) that it was made within the legal power of the business or authorised legal power of the employee or member.

### **Section 2B – Elections**

In connection with the conducting of elections the insurer will indemnify the insured and at the insured's request any Returning Officer, Acting Returning Officer or Counting Officer against:

- a) reasonable legal expenses necessarily incurred in connection with the defence of any proceedings brought against the insured or any Returning Officer, Acting Returning Officer or Counting Officer
- b) the cost of holding another election in the event of the original election being declared invalid.

Provided always that:

- i) such proceedings or invalidation are the result of the accidental:
  - 1) contravention of any of the provisions of the Representation of the People Act 1983; or
  - 2) breach of any ministerial or other duty by the Returning Officer, Acting Returning Officer, Counting Officer or any other person employed by or officially acting for them in connection with the election
- ii) no indemnity is available to the insured or Returning Officer, Acting Returning Officer or Counting Officer from any other source.

Any amount stated in the schedule as the excess applicable under this part will not apply to this section.

### **Section 3 – Special Extensions**

Applicable only where stated in the schedule.

#### **A. Data Protection**

The insurer will indemnify the insured for legal costs and expenses incurred with the insurer's prior consent, and all sums the insured is required to pay as damages to an individual arising from proceedings brought against the Insured under:

- a) Sections 168 and 169 of the Data Protection Act 2018
- b) Article 82 of Regulation (EU) 2016/679 (General Data Protection Regulation).





Provided always that:

- i) the insurer shall not be liable under this extension for:
  - 1) fines, penalties, liquidated, punitive or exemplary damages
  - 2) the costs of notifying any person regarding loss of personal data
  - 3) the cost of replacing, reinstating, rectifying or erasing any personal data
  - 4) any deliberate or intentional criminal act or omission giving rise to any claim under this extension committed by the insured
- ii) the liability of the insurer under this extension shall not exceed £1,000,000 in any one period of insurance.

#### **B. Consumer Protection Act 1987**

The insurer will indemnify the insured in respect of all sums which the insured may become legally liable to pay as compensation under Section 14 (7) of the Consumer Protection Act 1987 provided always that the insurer's liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against the insured and notified to the insurer during any one period of insurance.

#### **C. Food Safety Act 1990**

The insurer will indemnify the insured in respect of all sums which the insured may become legally liable to pay as compensation under Sections 9(7) and 12(10) of the Food Safety Act 1990 provided always that the insurer's liability for all compensation payable is limited to the sum of £250,000 in respect of all claims first made against the insured and notified to the insurer during any one period of insurance.

#### **D. Certificates of Title**

The insurer will indemnify the insured in respect of all sums which the insured may become legally liable to pay in connection with an indemnity given by the insured to the Chief Land Registrar relating to certificates of title issued by the insured.

### **Section 4 – Special Exclusions**

This part does not cover:

#### **1. Contractual Liability**

any claim arising directly or indirectly from any breach of contract or failure to comply with obligations arising out of a contract howsoever caused which is made by a party to that contract

#### **2. Courts Jurisdiction**

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

#### **3. Defamation or Malicious Falsehood**

losses arising from libel, slander, defamation, malicious falsehood or injurious falsehood

#### **4. Defective Work**

the cost of rectifying defective work

#### **5. Employment Benefits**

any legal liability arising directly or indirectly from breach of any obligation imposed by statute, regulation or common law concerning any health and welfare or other employee benefit programme including pensions, social benefit system or trust established or maintained for the purpose of providing a benefit to employees or former or prospective employees

#### **6. Land or Property Sales or Transfers**

Financial Loss in respect of land or property sold or transferred by the insured to another party where defects in the land or property affect the value of that land or property

#### **7. Liquidated or Punitive Damages**

any amount in respect of:

- a) liquidated damages, fines or penalties which attach solely because of a contract or agreement
- b) exemplary or punitive damages awarded by any court of law outside the territorial limits



#### 8. Maladministration, Misfeasance or Surcharge

- a) any claim wholly or in part attributable to, based upon or caused by any matter the subject of a finding of maladministration or censure by either local authority Ombudsman or a court or tribunal of competent jurisdiction
- b) misfeasance in public office
- c) any surcharge made by the District Auditor or other competent body.

Provided always that clause a) of this exclusion will not apply in respect of any legal liability that would have attached independently of such finding

#### 9. Pollution or Contamination

legal liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance.

All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place

#### 10. Products

Financial Loss arising from Products

#### 11. Professional Liability, Errors and Omissions

errors or omission in advice, design or specification provided by the insured but this exclusion will not apply to Financial Loss arising from:

- a) those activities which the insured:
  - i) has a statutory duty to perform
  - ii) manages or performs under the terms of a written contract or agreement in conjunction with any other local authority whose statutory duty those activities represent
- b) advice provided by the insured which the insured does not have a statutory duty to provide:
  - i) for which no fee is charged or received; and
  - ii) which is not given under a written contract or agreement; and
  - iii) where such advice is provided by any employee who is acting within the scope of their authority or remit by virtue of their job description or other official guidelines issued to them by the insured

#### 12. Retroactive Date

Financial Loss where the negligent act, error or omission giving rise to it occurred prior to the Retroactive Date stated in the schedule

#### 13. Searches

Financial Loss arising in connection with searches or enquiries in relation to land or property other than in Scotland

#### 14. Statutory Compensation

liability for compensation arising under any statute or regulations made under such statute except where:

- a) cover is provided under special extensions A, B C or D
- b) such liability would have attached to the insured in the absence of such statute or regulations.

### Section 5 – Special Provisions

#### 1. Claims Notification

The notification to the insurer in writing during the period of insurance of any circumstances that might give rise to a claim under this part will constitute a claim first made against the insured during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

#### 2. Discharge of Liability

The insurer may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the insurer's written consent prior to the date of such payment.



**3. Illegal Distraint**

The exception of **damage to property** appearing in the Financial Loss definition will not apply to the disposal of property which has been the subject of illegal distraint.

**4. Limit of Indemnity**

The limit of indemnity stated in the schedule is the insurer's monetary limit (other than any limit otherwise stated) and applies in the aggregate to all claims made in any one period of insurance except that any indemnity available under special extensions A, B, C and D will apply in addition.





# Part C – Employers' liability

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the insurer's written consent in defending any claim for damages
- c) costs incurred with the insurer's written consent for:
  - i) representation at any coroner's inquest or fatal injury inquiry
  - ii) defending in any court of summary jurisdiction any proceedings in respect of any act or omission relating to any event which may be the subject of indemnity under this part.

### Employee

Any natural person who is:

- a) under a contract of service or apprenticeship with the insured
  - b) a labour master or labour only subcontractor or persons supplied by any of them
  - c) self-employed
  - d) under a work experience or similar scheme
  - e) hired or borrowed by the insured from another employer
  - f) volunteering to assist or co-opted to assist the insured
- and working for the insured in connection with the business while under the insured's direct control or supervision.

### Injury

Bodily injury, illness or disease (including death).

## Section 2 – Cover

The insurer will indemnify the insured in respect of all sums which the insured may become legally liable to pay as damages in respect of Injury caused during the period of insurance to any Employee arising out of and in the course of their employment by the insured in the business.

In addition to any claim for damages the insurer will pay Costs and Expenses.

### 2.1 Corporate Manslaughter and Corporate Homicide Act 2007

The insurer will indemnify the insured in respect of legal costs and expenses incurred with the insurer's prior written consent in connection with the defence of any criminal proceedings including any appeal against conviction arising from any such proceedings brought in respect of a charge and or investigations connected with a charge of corporate manslaughter or corporate homicide under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands committed or alleged to have been committed during the period of insurance in the course of the business and which relates to any event involving Injury which is or may be the subject of indemnity under this part.

Provided always that:

- a) the insurer's liability under this clause will not exceed the sum stated in the schedule in any one period of insurance. This limit will form part of and not be in addition to the limit of indemnity stated in the schedule
- b) this clause will only apply to proceedings brought in the territorial limits
- c) the insurer must consent in writing to the appointment of any solicitor or counsel who are to act for and on behalf of the insured
- d) the insured will give to the insurer immediate notice of any summons or other process served upon the insured which may give rise to proceedings under this clause
- e) in relation to any appeal counsel has advised there are strong prospects of such appeal succeeding



- f) the insurer will be under no liability:
- i) where the insured has committed any deliberate or intentional criminal act giving rise to a corporate manslaughter or corporate homicide charge
  - ii) in respect of fines or penalties of any kind
  - iii) in respect of the defence of any criminal proceedings brought or in an appeal against conviction arising from such proceedings in respect of a breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work Act (Northern Ireland) Order 1978 or any regulations made thereunder
  - iv) where indemnity for defence costs is available from any other source or is provided by any other insurance or where but for the existence of this clause indemnity would have been provided by such other source or insurance
- g) where the insurer has already indemnified the insured in respect of legal costs or expenses incurred in the defence of any criminal proceedings arising out of the same cause or occurrence which gave rise to the charge of and or investigation connected with corporate manslaughter or corporate homicide under another clause applicable to this part the amount paid under that clause will be taken into account in arriving at the insurer's liability payable under this clause.

### **2.2 Court Attendance Costs**

The insurer will pay the insured a daily rate of £500 if any member or Employee is required to attend court as a witness at the insurer's request.

### **2.3 Damage to Reputation**

In the event of a claim or series of claims arising from any one cause for which the insured would be entitled to receive indemnity under this part the insurer will in addition to the indemnity provided by this part and subject to the insurer's prior agreement indemnify the insured for reasonable costs incurred by the insured to mitigate resultant damage to the reputation of the insured.

Provided always that:

- a) the damage to the insured's reputation is as a consequence of media coverage in print or by radio or television or news agency
- b) the insurer's liability under this clause will not exceed £50,000 in excess of £1,000,000 of the costs of any one claim or series of claims arising from any one cause after the application of any deductible or excess in any one period of insurance
- c) the insurer will not be liable under this clause unless the insurer has sole conduct and control of the claim or series of claims arising from any one cause which results in damage to the reputation of the insured.

### **2.4 Health and Safety at Work Defence Costs**

The insurer will also indemnify the insured and at the insured's request any member or Employee against:

- a) costs and expenses incurred with the insurer's prior consent
- b) costs awarded against the insured or such member or Employee

in the defence of any criminal proceedings arising from an alleged breach of the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978 occurring during the period of insurance in the course of the business and which relates to any event involving Injury which is or may be the subject of indemnity under this part including in any appeal against conviction arising from such proceedings.

Provided always that this will not apply to:

- i) fines or penalties of any kind
- ii) costs in respect of which the insured or any member or Employee has effected a more specific legal expenses protection or insurance
- iii) proceedings or appeals consequent upon any deliberate act or omission and the insured will immediately repay the insurer all costs and expenses paid by the insurer prior to any deliberate act or omission being established
- iv) proceedings not related to the health, safety or welfare of an Employee.

### **2.5 Indemnity to Other Persons**

The insurer will also indemnify at the insured's request:

- a) any member or Employee
- b) any principal for whom the insured are or have been carrying out work but only to the extent required under the contract for the work.



Provided always that:

- i) such person is not entitled to indemnity under any other insurance; and
- ii) such person will as though they were the insured observe, fulfil and be subject to the terms and conditions of this part; and
- iii) the insurer will not be liable unless the insurer has the sole conduct and control of all claims.

### 2.6 Unsatisfied Court Judgments

If any Employee or their personal representative obtains a judgment from a court within the territorial limits for damages for Injury against any company or individual operating from premises within the territorial limits and that judgment remains unpaid for more than 6 months after the date of the award the insurer will pay at the insured's request the amount of any unpaid damages and awarded costs to the Employee or their personal representative.

Provided always that:

- a) the bodily injury:
  - i) is caused during the period of insurance
  - ii) arises out of and in the course of employment in the business
- b) there is no appeal outstanding.

If a payment is made the Employee or their personal representative will assign the judgment to the insurer.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Motor

liability for which compulsory motor insurance or security is required under road traffic legislation

### 2. Work Offshore

liability for Injury caused:

- a) on any offshore installation or support or accommodation vessel for any offshore installation
- b) in transit to, from or between any offshore installation or support or accommodation vessel for any offshore installation

### 3. Work Overseas

liability in respect of any Injury caused outside the territorial limits but this exclusion will not apply to any Employee temporarily employed in work elsewhere provided always that the contract of service or apprenticeship for such work was entered into within the territorial limits and that the Employee is normally resident in and travelling from the territorial limits.

## Section 4 – Special Provisions

### 1. Limit of Indemnity

The insurer's liability will not exceed the sum stated in the schedule including all costs and expenses (other than any limit otherwise stated) and any limit applies to any claim or series of claims arising from any one cause.

### 2. Limit of Indemnity – Terrorism

The limit of indemnity in respect of any claim or series of claims arising directly or indirectly from terrorism is £5,000,000.



## Part D – Libel and slander

### Section 1 – Special Definition

#### Costs and Expenses

- a) Claimants' costs and expenses which the insured become legally liable to pay
- b) costs incurred with the insurer's written consent in defending any claim for damages which may be the subject of indemnity under this part.

### Section 2 – Cover

The insurer will indemnify the insured in respect of all sums which the insured may become legally liable to pay as damages for:

- a) libels appearing in any publications normal in the business by:
  - i) any member provided such publications were specifically authorised by the insured
  - ii) any employee
- b) slanders in oral utterances made by any member or employee arising out of and in the course of:
  - i) the discharge of official duties on behalf of the insured
  - ii) in the case of a member the insured's official business at meetings or of the insured or its committees or subcommittees or any occasion when the member is specifically authorised to represent the insured

for which a claim is first made against the insured and notified to the insurer during the period of insurance or within 12 months of this part ceasing to operate.

Provided always that:

- 1) the date of any publication or utterance on which a claim is based occurs during the period of insurance
- 2) any claim notified during the additional 12 month period after this part ceases to operate will be deemed to have been made during the final period of insurance.

In addition the insurer will pay Costs and Expenses.

#### 2.1 Indemnity to Other Persons

The insurer will also indemnify under the terms of this part at the insured's request any member or employee.

Provided always that:

- a) the insured would have been entitled to indemnity had the claim been made against the insured
- b) the insurer's total liability will not be increased beyond the limit of indemnity
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source
  - ii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) the insurer has sole conduct and control of any claim.

### Section 3 – Special Exclusions

This part does not cover:

1. **Exemplary or Punitive Damages**  
any amount in respect of exemplary or punitive damages
2. **Malicious Falsehood or Injurious Falsehood**  
liability arising from malicious falsehood or injurious falsehood
3. **Members Co-insurance**  
the first 10% of all sums the insurer may be called upon to pay under this part in respect of the indemnity provided to members under section 2.



## Section 4 – Special Provisions

### 1. Claims Notification

The notification to the insurer in writing during the period of insurance or the extended 12 months reporting period allowed for under this part after cessation of any circumstances that might give rise to a claim under this part will constitute a claim first made against the insured during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

### 2. Discharge of Liability

The insurer may at any time pay the maximum amount payable under this part after deduction of any sum already paid or any lower amount for which any claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with the insurer's written consent prior to the date of such payment.

### 3. Limit of Indemnity

The limit of indemnity stated in the schedule is the insurer's monetary limit including all Costs and Expenses and applies in the aggregate to:

- a) all claims made during any one period of insurance; and
- b) all damages and Costs and Expenses incurred or awarded in connection with any one publication or utterance whether all claims in respect of such publication or utterance are made during the same period of insurance or not.







# Part E – Professional negligence

## Section 1 – Special Definitions

### Costs and Expenses

- a) Claimants' costs and expenses
- b) costs incurred with the written consent of the insurer in defending any claim for damages which may be the subject of indemnity under this part.

### Financial Loss

Loss that does not arise from damage to property other than that to which the Services relate, bodily injury, illness or disease or trespass or nuisance.

### Pollution or Contamination

- a) All pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- b) all Financial Loss directly or indirectly caused by such pollution or contamination.

### Services

The services specified in the schedule.

## Section 2 – Cover

The insurer will indemnify the insured in respect of all sums which the insured may become legally liable to pay as damages for Financial Loss arising from breach of professional duty by reason of any negligent act, error or omission committed or alleged to have been committed by an employee in providing the Services within the territorial limits and for which a claim is first made against the insured and is notified to the insurer during the period of insurance.

In addition the insurer will pay Costs and Expenses.

### 2.1 Court Attendance Costs

The insurer will pay the insured a daily rate of £500 if any member, employee or volunteer is required to attend court as a witness at the request of the insurer.

### 2.2 Extended Reporting Period

In the event that the insured elects not to renew or extend this part and does not effect any similar policy or scheme of self insurance in substitution then this insurance includes any claim made and notified to the insurer within 30 days immediately following the expiry of this part but the cause of which occurred prior to the expiry of this period and is otherwise covered under this part.

### 2.3 Indemnity to Other Persons

The insurer will also indemnify under the terms of this part at the insured's request any employee or member.

Provided always that:

- a) the insured would have been entitled to indemnify had the claim been made against the insured; and
- b) no indemnity will be provided to any person in respect of the consequences of their own fraud, dishonesty or criminal act; and
- c) any person claiming indemnity:
  - i) is not entitled to indemnity from any other source; and
  - ii) was at the time of the incident giving rise to the claim acting within the scope of their authority; and
  - iii) will be subject to the terms and conditions of this part in so far as they can apply; and
- d) the insurer has the sole conduct and control of any claim.

### 2.4 Legal Representation

The insurer will also cover any reasonable costs and expenses necessarily incurred with the insurer's written consent for representation at any official examination, enquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate the insured's affairs that are first instigated against the insured and notified to the insurer during the period of insurance and which may otherwise be the subject of indemnity under this part.

Provided always that the liability of the insurer will not exceed £10,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.



## 2.5 Mitigation Costs

The insurer with its prior written consent will indemnify the insured against any reasonable costs and expenses necessarily incurred in respect of any action to mitigate a loss or potential loss that would otherwise be the subject of a claim under this part.

## Section 3 – Special Exclusions

This part does not cover:

### 1. Asbestos

liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives

### 2. Courts Jurisdiction

any claim made or brought:

- a) in the United States of America or Canada or territories under their jurisdiction
- b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction

### 3. Defamation or Malicious Falsehood

liability arising from libel, slander, defamation, malicious falsehood or injurious falsehood

### 4. Express Warranties and Guarantees

liability arising from any express warranty, guarantee, contractual promise, indemnity, waiver or express agreement given by the insured unless:

- a) the insured would have been liable even if there had not been any such warranty, guarantee, contractual promise, indemnity, waiver or agreement
- b) the insurer has agreed in writing to provide an indemnity

### 5. Financial Investment

liability arising out of any activities regulated by the Financial Conduct Authority or any successor authority or any advice or services relating to the financing or investment for any project, scheme or venture

### 6. Joint Ventures

liability arising out of the insured's involvement in any joint venture, consortium, association or other entity of which the insured forms part unless the insured has obtained the prior written consent of the insurer that such involvement forms part of the Services

### 7. Liquidated or Punitive Damages

any amount in respect of:

- a) liquidated damages, penalties or fines which attach solely because of a contract or agreement
- b) punitive or exemplary damages awarded by any court of law outside the territorial limits

### 8. Pollution or Contamination

liability arising directly or indirectly out of Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance

### 9. Prior Circumstances and Claims

liability for any claim arising from incidents, occurrences, facts or matters that:

- a) the insured knew or that in the insurer's reasonable opinion the insured ought to have known prior to inception of this part might give rise to a claim against the insured
- b) were notified by the insured under any other insurance policy prior to inception of this part
- c) were disclosed or in the insurer's reasonable opinion ought to have been disclosed on the insured's latest proposal to the insurer

### 10. Retroactive Date

Financial Loss where the breach of professional duty giving rise to it occurred before the Retroactive Date specified in the schedule



#### **11. Virus or Similar Mechanism, Hacking or Denial of Access**

liability arising out of:

- a) virus or similar mechanism
- b) denial of service attack
- c) hacking

#### **12. Work Outside the Services**

arising from any neglect, error or omission committed by an employee otherwise than in the course of the discharge of their duties on behalf of the insured in connection with the Services

#### **13. Data Protection**

liability arising out of or in connection with the Data Protection Act 2018 or Regulation (EU) 2016/679 (General Data Protection Regulation).

### **Section 4 – Special Provisions**

#### **1. Claims Notification**

The notification to the insurer in writing during the period of insurance of any circumstances that might give rise to a claim under this part will constitute a claim first made against the insured during the period of insurance in which the notification is received even though no notification of any claim has been received from a third party.

#### **2. Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the insured and the insurer do not intend any term of this contract to be enforceable by any third party including but not limited to subcontractors.

#### **3. Discharge of Liability**

The insurer may at any time pay the maximum amount payable under this part after deduction of any sum or sums already paid or any lower amount for which any claim or claims can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of Costs and Expenses incurred with its written consent prior to the date of such payment.

#### **4. Limit of Indemnity**

The limit of indemnity stated in the schedule is the insurer's monetary limit (other than any limit otherwise stated) and applies in the aggregate to all claims made in any one period of insurance.

#### **5. Queen's Counsel**

The insured will not be required to contest any legal proceedings unless a Queen's Counsel or similar authority agreed upon by the insured and the insurer advises that on the actual facts of the case concerned such claim could be contested with a reasonable prospect of success.

### **Section 5 – Special Conditions**

#### **1. Reasonable Care**

The insured will comply with all regulations imposed by any competent authority and take all reasonable precautions to prevent or minimise claims being made against the insured arising out of the conduct of the Services.

#### **2. Sole Agent**

It is agreed that:

- a) if more than one entity forms the insured the entity set out as the insured in the schedule will act for itself and be deemed to act as sole agent for every other entity forming part of the insured and all insured entities are deemed to have consented and agreed that rights of action under this part are not assignable except with the insurer's prior written consent
- b) the insured has the sole right to file notice or proof of loss or make a claim, adjust, receive or enforce payment of any loss
- c) payment of any loss to the insured will fully release the insurer in respect of such loss. If the insurer agrees to make payment to an entity other than the insured such payment will be deemed to have been made to the insured
- d) the insured has the sole right to bring legal proceedings arising under or in connection with this part
- e) knowledge possessed or discovery made by any entity forming part of the insured or by any member, director, officer, departmental head, senior manager or the equivalent to them will be deemed to constitute knowledge possessed or discovery made by all other entities forming part of the insured.



#### **Zurich Municipal**

Zurich Municipal is a trading name of Zurich Insurance plc.

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Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales, Registration No. BR7985.

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MLAA1804 (WP72189004) (10/20) CMS



## Appendix 3 Landowner's Agreement:

COPY



**BUCCLEUCH  
ESTATES**

Our Ref:

31<sup>st</sup> August 2012

Mr. B. Graham  
Wallace Hall Academy  
Station Road,  
Thornhill  
Dumfrieshire  
DG3 5DS

Dear Mr Graham,

**Queensberry Estate, orchard land adjacent to Wallace Hall Academy.**

I write to confirm that Buccleuch Estates Limited is prepared to grant you a licence to occupy the ground situated adjacent to Wallace Hall Academy, Thornhill as specified on the attached plan outlined in red, subject to the following terms and conditions:

1. The license to occupy will be personal to you, Wallace Hall Academy and is non-transferrable. Regardless of the date of this agreement, the licence will commence from the 1<sup>st</sup> September 2012, and its duration will be until 31<sup>st</sup> August 2027.
2. The premises will be used solely for the use of an orchard only. Occupation of the land will be entirely at your own risk and it will be kept clean and tidy at all times being so left at the termination of this licence.
3. No nuisance has to be caused to others by reason of the said occupation and you the licensee will indemnify Buccleuch Estates Limited against all third party claims which may arise by reason of your occupation.
4. The land will be occupied for the benefit of and subject to all existing servitudes, right of way, rights of access, water and drainage rights that may affect the same.
5. Licence to occupy the land shall remain rent free until 31<sup>st</sup> August 2015, on which date the rent will become 10% of the gross output sales payable in arrears in one instalment.
6. Wallace Hall Academy, the licensee, is responsible for the erection of fencing within 6 months of this licence commencing.
7. The maintenance of boundaries shall remain the licensee's responsibility throughout duration of tenancy.
8. The removal of trees at the end of the licence is at the discretion of Buccleuch Estates Limited, and if requested, be at the cost of the licensee.

Buccleuch Estates  
Dunfermline Mans, Thornhill, Dumfries DG3 4HG  
Tel: +44 (0)1888 600 283 Fax: +44 (0)1888 600 244  
info@buccleuch.com www.buccleuch.com

The Buccleuch Estates Limited is a Buccleuch Estates  
Registered Number 0202479 Registered in Scotland Registered Office: Buccleuch Mans, Thornhill, DG3 4HG

## Appendix 4: SWSEIC Data Enquiry for the site

Submitted separately as it is an Excel file with various tabs showing:

- Habitat maps
- Species list
- Historic recordings
- Invasive non-invasive species
- Notable Species

## Appendix 5: Data protection poster

# TOP SECRET

## Our Information Security Responsibilities in School


What does this mean for us?

Information in school can be considered in two categories:

- Pupil/Staff personal data.
- Learning and Teaching information.


This poster outlines how to handle personal data.

### INFORMATION SECURITY AT YOUR DESK




- Always lock your computer when you're away from your desk.
  - ◊ Lock SEEMIS using the Key button at the top right hand corner of the screen.
  - ◊ Lock your PC by pressing the Windows key and 'L' or by holding Ctrl+Alt+Delete.
- Always shut down your computer at the end of the day.
  - ◊ Remember to switch off your monitor too.
- Never share your computer password. – This is an absolute MUST. Passwords must never be shared/held by anyone else.
  - ◊ Staff who are found to be sharing their password will have access removed and it may become a disciplinary matter.
  - ◊ If you require access to a system or an area of a system, speak to school management, the school office, the GLOW

### INFORMATION SECURITY WHEN OUT AND ABOUT



- When accessing information from your home PC (e.g. Tracking and Monitoring, Text Messaging, OTVVL), you must follow the same practices you would in school.
- If it is necessary to have paper files at home, you must ensure the security and confidentiality of the content.
- Encrypted USB Pens must be used if it is necessary to transport electronic personal data.

### INFORMATION SECURITY IN YOUR OFFICE/ CLASSROOM



- Any pupil list (other than names only) must be locked away when not in use, e.g. Emergency contacts, pupil assessment information. This includes information taken from SEEMIS to a Word or Excel Document.
- Items sent to a printer should not be left unattended.
- Check and observe your local arrangements for

Information management are available on Connect.  
[/index.asp?articleId=176](#)

## Stage 1 Process

Pro-forma/email/letter is emailed to the Head Teacher – giving instruction on providing a response and deadline for response – Ask HT for confirmation of receipt.  
Upon receipt of HT response, HK/VM review and amend as required, if amended share again with HT before response goes to complainant  
Response sent directly to the complainant by Respond Information system.

### STAGE 1A PROCESS

Provide a written decision on the complaint within five working day OR provide a record of how this was resolved at School level through a phone call, face to face or tbc  
Email  
[Educationandlearningcomplaints@dumgal.gov.uk](mailto:Educationandlearningcomplaints@dumgal.gov.uk)  
with either response

**Stage 1 B Process**  
Follow on Stage 1 to address any minor anomaly or more to Stage 2

### Stage 2 – investigation

1. Investigate where the customer is still dissatisfied after we have communicated our decision at stage 1.
2. Investigate where the complaint is particularly complex or will require detailed investigation.

IF YES  
COMPLAINT  
CLOSED

Is the customer satisfied with our decision and with the way we have handled the complaint?

IF NO MOVE TO  
NEXT  
PROCESS  
STAGE 1 B

OFFICIAL

## Appendix 6: Complaints Stage 2

### APPENDIX 2 – SERVICE LEVEL (Central Team): THE STAGE 2 PROCESS

#### Stage 2 Investigation Process

##### Notes on Stage 2 Investigations

- Guidance for Investigating Officers (IO)/ responsible Managers (RM) Share-point Link: <https://share.sp.dg.council.nhs/Comments-Compliments-Complaints/>
- POTENTIAL CHILD PROTECTION ISSUES RAISED SHOULD BE FORWARDED TO AUDREY LOWERY (COPY IN HEW SMITH) (CHP HEATHER KERR / VANEŠA MORRIS)
- Once IO and RM have been identified. Send all information relating to the complaint and the response template from Respond. Contact Complainant to provide details of RM and IO – Either via acknowledgement letter on day 3 or later when appointed.
- Complaint Handler should send reminders to RM and IO 5 working days before Response is due and 3 working days before response is due to be with complainant.
- Copy of Final Response should also be sent to an Advocate if used, Head Teacher/ Head of Service. Stage 2 is shared with HT for information only – not for consultation.

##### Stage 2 – Investigation

1. Investigate where the customer is still dissatisfied after we have communicated our decision at stage 1.
2. Investigate where it is clear that the complaint is particularly complex or will require detailed investigation.

Send acknowledgement within three working days and provide the decision as soon as possible but within 20 working days, unless there is a clear reason for extending this timescale. Please note extended responses are recorded as late even if agreement sought and reported to the Chief Executive.

**A COPY OF THE RESPONSE SHOULD BE SENT TO HEAD TEACHER AND HEAD OF SERVICE WHERE APPROPRIATE**

**A SEPARATE APOLOGY LETTER FROM SENIOR MANAGEMENT SHOULD BE SENT IN THE CASE OF ANY**



If the complaint is progressed to the Scottish Public Services Ombudsman (SPSO), We are required to share all investigation correspondence and records (unredacted) within a 20-day notice period once the request has been made to the Chief Executive and Director of Education and Learning. Schools may be asked to provide additional information by the complaints team to support this work.

OFFICIAL



### APPENDIX 3 COMPLAINTS: HANDLING DIFFICULT CONVERSATIONS:

#### SCHOOL / CENTRAL OFFICE STAFF GUIDANCE

This document provides guidance on good practice when conducting difficult conversations, to give you the confidence to tackle difficult issues and to ensure the success of the conversation. It covers the importance of dealing with difficult issues, preparation for and conduct during the conversation, and what steps should be taken following the conversation.

#### RECORDING AND REPORTING OF DIFFICULT CONVERSATIONS

Increasingly we find ourselves in the position where, as part of our engagement with parents/carers and members of the public we may be overtly or covertly digitally recorded.

- As a professional you should always ensure that you are meeting the requirements of the Councils general **Employee Code of Conduct Policy** and that you remain professional despite the attitude of the parent/carer or member of the public.
- As an employee you are protected by the Councils **Dignity at Work and Fair Treatment at Work (LGE and Teachers and Associated Professionals Policy)** and if you at any time feel under distress or in fear for your safety, you should ask the parent/carer/member of public to leave and report the incident as soon as possible by escalating to your senior manager or Headteacher.

#### HOW TO MANAGE DIGITAL RECORDINGS OF PHONE CALLS / MEETINGS

If a parent/carer openly discloses that they wish to record your meeting/ or are recording your telephone conversation you should take the following steps.

1. Clarify with the parent why they are recording the meeting/call and note this.
2. Agree with them that if the meeting/call is recorded you would ask that they share a copy of their recording and agree at the time how this is best done and note this.
3. That you will also record the meeting for your own school records. There are recording facilities within Teams that allow you to record meetings and save as audio and word files. However, you must **not record** a parent without first seeking consent from the parent. Please use the attached consent form if you intend to record a meeting or seek verbal agreement over the phone and record this. (Appendix 4)
4. If the parent does not provide consent for you to digitally record them, you should ask for a colleague to join you for the meeting as a witness/note taker in order that you can action any points from the meeting. It is highly unlikely that a parent would withhold consent to a recording if they are recording themselves.
5. If the parent is on the phone put the call onto speaker so that you can record this on your phone/computer or are able to call upon a colleague to witness the call. Consent must still be sought if you are making a digital recording and consent should be captured in your own recording or noted on the consent form that you sought verbal agreement.
6. When recordings are undertaken you should be aware of sharing any information that does not directly relate to the concern and refrain from any declarations implying errors or shortcomings by the school that may break a breach of confidence.
7. As with all school records these can be requested or used to confirm points of complaint in a Stage 1 or Stage 2 process or in a potential court proceeding so standard records management should be followed in line with your information security policy.
8. If the child is present and over the age of 12 consent from the child should also be sought and recorded. However, if they are not present consent is not needed as the teacher is still able to discuss the child's education with the parent.
9. If a formal complaint commences the complaints team may ask the school to share these recordings along with any other statements as part of the Stage 1/2 process.

**NOTE:** There is no breach of criminal law when a private individual records a conversation with a member of teaching staff without their knowledge or consent but Teachers (member of Dumfries and Galloway Council Staff) require consent. If within the recording, you shared personal information noting that this should not be shared, and it was later shared you would be able to report this to the Information Commissioner.

## DIFFICULT TOPICS OF CONVERSATION

The following pages will help you in a situation where are dealing with a complainant. There are two key areas to consider: **1 How you Communicate AND 2 How you Listen.**

### 1. Communicate.

- **Set the right tone:** You should begin the conversation in a professional manner as this will encourage a professional attitude throughout the correspondence and help to achieve a successful outcome. Beginning the conversation in a non-threatening manner will also make the complainant feel at ease and encourage them to speak openly. **To set the stage, you could start by thanking the caller for bringing the matter to our attention and apologies that we are communicating under these circumstances.**
- **State the issues clearly:** To avoid misunderstanding, you should ask the caller to state clearly what the issue is. Tell the caller that you will be taking down the details of their complaint and passing this to the most appropriate staff member to resolve the issues for them. All points should be written down immediately to avoid any misunderstanding, and also clarify the issues with the complainant on conclusion of the conversation.
- **Be clear about process:** You should be clear that you may not be able to answer the query. Depending on the time of the call you should be clear that a response may not be available until the end of the day or the following day (in most cases). **IF taken by central staff this will follow a Stage 1 – 5 day process within which Schools will provide a response to the complaints team.**
- **Emailing:** In a small school it may be possible to pass on the handwritten note directly to the Headteacher or appropriate staff member directly. In the case of a larger school it is important to send the email comment/complaint directly to the member of staff. If a point of complaint escalates this evidence can be used to show that the concern was passed on in a timeously manner.
- **Expectations:** It is important to reassure the complainant that all concerns are taken seriously and that the school will look to resolve any issue as quickly as possible. Explain to the parent that staff work with a number of children and that if a member of staff does not get back to them today it will be due to other existing and planned activities with other children and that this does not lessen the importance of their concern.
- **Expectations:** An immediate response required. If you have a parent who expects to speak to the Headteacher, but the HT is not available just explain that they are out of the office / or in a class. Do not share any personal information about your Headteacher or colleagues.
- **Focus on the issue, not the person:** You should avoid expressing your own opinion. This can be done by focusing on facts, avoiding generalisations and comments on the individual or the situation.
- **Avoid an attitude of blame:** The issue needs to be addressed in a collaborative way. Don't approach a conversation with an attitude of "us v's them", but with an attitude of "both versus the problem".
- **Avoid belittling the issue:** our own fear of a difficult conversation could lead us to belittle the issue, avoid phrases such as "It's really not a big deal"
- **Be positive:** You should be bold and state that you want a successful outcome. This will give a constructive tone and feel to the conversation even if the situation seems bad.
- **Body language:** We should adopt neutral body language by not crossing arms and speak in a calm tone of voice at a moderate volume. Our attitude will usually be replicated by the caller.
- **Identify another member:** If the complainant is not willing to discuss the matter with you, try to identify another member of staff for the complainant to speak to.

## 2. Listen

Being listened to is empowering. We should think of a situation when someone genuinely listened to us and recall how we felt and reacted to this. Being listened to can help callers feel that they are being taken seriously and will help us to gather useful information about the comment/complaint.

### Dos and Don'ts

**Do ask** for the individual's view, this could help to find an appropriate solution

**Do use** open questions such as "what is your view on that?"

**Do listen** to and acknowledge their point of view.

**Do appreciate** the value of silence. This allows the individual time to gather their thoughts.

**Do ask** if you have not understood what has been said, by saying, for example, "OK, I need to be clear about that, so can we go over it again".

**Do summarise** the main points of what the caller has said. This is useful as it shows that you have listened, helps to consolidate your thoughts and helps you to decide where the conversation should go next. Finding out what the 'desired outcome' is may often help resolve an issue ensuring you make no guarantees that this will be met.

**Do check** that the caller has understood what you have said. For example, say "we need to finish up, it might be useful to go over what we've discussed... to summarise we have..."

**Don't jump in** while the individual is speaking.

**Don't answer** questions that you have put to the complainant to answer.

**Don't ask** multiple questions as this can come across as intimidating and prevent the caller from giving a useful answer.

### DEALING WITH A CALLERS DIFFICULT ATTITUDE

The topic under discussion may be a sensitive issue. Some callers may react negatively, by becoming upset, angry or verbally abusive. There are several things that we can do to ensure that the conversation remains productive.

**Remain calm.** It is our responsibility to achieve a successful outcome to the call and this can be done only if we remain calm and refrain from bringing our own feelings into play. Staff should remain objective and refrain from making any personal accusations or becoming angry.

**Let the caller "vent".** It is important that the caller calms down. However, allowing the caller some time to vent their anger or frustration, gives them space and a feeling of being listened to. The caller may also reveal information that may help in finding a resolution to the problem.

**Remember that the issue needs to be dealt with.** When faced with a difficult attitude, we will often be tempted to hang up in the hope that the person will calm down. However, this can make both parties lose sight of the issues

## Appendix 8: First Aid certificate



Course Organised By:  
**First Aid Training Cooperative**

Course Length:  
**16 Hours**

Course Start Date:  
**26-Oct-2023**

Venue:  
**EICA:Ratho**

This certificate indicates that

**Leah Belford**

Has completed a course in:

## Outdoor First Aid 2 Days

Includes the syllabus of an Emergency First Aid at Work Course  
Certificate valid for 3 years from course start date

Certification Approval:

Cory Jones, Director

This course was delivered in accordance with currently accepted first aid best practice, and satisfies the requirements of the Health and Safety (First-Aid) Regulations 1981



To book your next course:  
Web: [www.firstaidtrainingcooperative.co.uk](http://www.firstaidtrainingcooperative.co.uk)  
Email: [courses@firstaidtrainingcooperative.co.uk](mailto:courses@firstaidtrainingcooperative.co.uk)  
Freephone: 0333 4330731

### Course Content:

- Contents of a first aid kit
- Accident reporting
- Vital signs – breathing, level of consciousness, temperature, colour
- Incident management – a systematic approach to managing first aid incidents. ABCDE
- Casualty Monitoring and casualty protection
- Airway Management – causes and treatment of unconscious collapse.
- Recovery Positions and other Safe Airway Positions
- Breathing Problems - cardiac arrest CPR (Cardiopulmonary Resuscitation) inc AED / defibrillator use, drowning/child CPR
- Heart attack, Angina
- Choking (adult and child)
- Circulation Problems – internal bleeding, external bleeding and treatment for bleeding and shock
- Crush Injury and catastrophic blood loss if appropriate to the group (chain saw injury)
- Bandaging issues
- Damage – Recognition & treatment of injury: chest, abdomen, pelvis, leg & arm, including remote improvised techniques
- Recognition & treatment of soft tissue injuries
- Recognition & treatment of head and spinal injuries, inc. helmet removal techniques and spinal management
- Environmental Considerations – Hypothermia, Hyperthermia and cold injuries
- Common illnesses / Medical Emergencies – Asthma, Diabetes and Epilepsy
- Environmental illnesses – Wolf's disease, Lyme disease, Tick-borne Encephalitis
- Animal bites and stings
- Awareness of current regulations
- Making emergency calls in different outdoor situations - phone / radio / other methods
- Triage
- Outdoor Incident Scenarios



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Freephone: 0333 4330731

Appendix 9: Detailed maps of sites

Appendix 10: Cost Benefit Analysis used for any risky activities:

**Outdoor Learning Risk Benefit Tool**

It is the intention that through answering these questions, practitioners may become more aware of the reasons for doing an activity and what to expect from the experience, therefore making a more informed choice.

Summarise in a sentence the benefits of this experience to learners:

Has a risk assessment been undertaken for the planned experience?

YES/NO

Does it contain any risks that are identified as being significantly greater than those experienced in normal school life?

YES/NO

If YES, please list the significant risks here and identify who is affected:

Can these risks be reduced without adversely affecting the benefit of the experience?

YES/NO

If NO, consider how serious the risks might be:

- Cuts and bruises?
- Fracture of major bones?
- Loss of life?

Also how likely is it that a significant risk will manifest itself?

- Possible but unlikely?
- Likely?
- Very likely?

**In your view, are the benefits in proper balance with any potential for harm?**

YES/NO

Is there a person from whom you could or should seek guidance and further opinion?

YES/NO

Do you believe the plans for the excursion should continue?

YES/NO

Summarise your justification for this experience:

*Educational benefits:*

*Prominent risks:*

*Justification:*