

ATHENRY MUSIC SCHOOL LTD
CHILD PROTECTION POLICY

ATHENRY MUSIC SCHOOL LTD,
Coláiste an Eachreidh,
Station Road,
Athenry
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www.athenrymusicschool.com

Section 1

ATHENRY MUSIC SCHOOL LTD
Child Protection Policy Statement

It is the policy of the Athenry Music School Ltd to safeguard the welfare of all the children and young people who attend our classes, orchestras, choirs, concerts, workshops and events, by protecting them from physical, sexual and emotional harm.

We are also committed to providing a positive and enlightened environment, to facilitate the best possible educational outcome for all students. The welfare of the child/young person under our care is paramount.

Athenry Music School Ltd will adhere to the recommendations of *Children First: National Guidelines for the Protection and Welfare of Children*, published by the Department of Health and Children.

We have implemented procedures covering:

- a. Code of behaviour for service providers and volunteers
- b. Reporting of suspected or disclosed abuse
- c. Confidentiality
- d. Recruitment and selecting service providers and volunteers
- e. Managing and supervising service providers and volunteers
- f. Involvement of primary carers
- g. Allegations of misconduct or abuse by service providers and volunteers
- h. Complaints and comments
- i. Incidents and accidents.

The Child Protection Policy (CPP) is available to Athenry Music School Ltd service providers and volunteers (for the avoidance of doubt all references to service providers and volunteers shall include permanent staff and freelance service providers, visiting lecturers, and volunteers unless otherwise indicated), the Athenry Music School Ltd board, and, when requested, primary carers.

This policy will be reviewed on 15th December 2017.
Signed Date: 1st February, 2014

[Katharine Mannion, Designated Child Protection Person
Section a

Code of Behaviour for Service providers and volunteers

This code of behaviour is intended to aid and advise Athenry Music School Ltd service providers and volunteers in minimising risk and encouraging good practice. Service providers and volunteers must always exercise an appropriate level of judgment in each case.

The code of behaviour has been divided into the following subsections:

1. Child-centred approach
2. One on one: best practice
3. Good practice
4. Inappropriate behaviour
5. Physical contact
6. Health and safety
7. Code of Behaviour for Young Persons/Children

1. Child-centred approach

Athenry Music School Ltd service providers and volunteers should do the following when working with children/young people:

- Treat them equally but also as individual
- Listen to and respect them
- Involve them in decision making
- Encourage, support and praise them and use only constructive criticism when needed
- Use appropriate language (both physical and verbal)
- Have fun and encourage a positive and trusting atmosphere
- Respect their personal space
- Respect differences of ability, culture, religion, race and sexual orientation
- Be aware of any special needs children
- Ensure the code of behaviour for children is adhered to
- Lead by example

2. One on one: best practice

- All music service providers visiting guest teachers, performers and volunteers will be made familiar with Athenry Music School's child protection policy.
- Any child of national school age MUST be accompanied by parent.
- Though not compulsory it is recommended that parents continue to accompany their child through secondary school years.
- The door of a teaching room must be unlocked from both sides. Some teachers may prefer to teach with the door open.
- Any blinds should be opened.
- All chairs should be removed from on top of tables and general area should be made safe.

- All postural corrections should first be demonstrated by the teacher.
- If it is necessary to physically alter a student's posture a verbal request must be made on each occasion.
- Teacher Student Relationship Outside of Classroom. The Teacher will continue to be professional in any environment.
- Online-Social Media. Relationships online via social media sites between teachers and any student in first or second level education are forbidden.
- The youth orchestra has a closed group Facebook page. While the orchestra appoints page administrators from its current membership past administrators are retained as the first stage of monitoring the site and the director of the orchestra programme also monitors the page through the process of receiving notifications of every posts and comments on the page.

3. Good Practice

To ensure best practice, Athenry Music School Ltd is committed to doing the following:

- Keeping a record of name, address, phone number, special requirements, attendance and emergency contact of all students. Athenry Music School Ltd. registers all students before commencing lessons or any workshops.
- Ensuring that a copy of our Child Protection Policy is sent to all freelance service providers and volunteers prior to commencing teaching and hard copies are available for them and for visitors and service providers and volunteers of the organisations/buildings that are hosting our courses. Policy copies are also forwarded to primary carers where requested.
- Having emergency procedures in place, as outlined in Section b.
- Accommodating special needs children for lessons or on our courses, where it is possible to provide an adequate environment to meet their needs
- Evaluating work practices on a regular basis
- Training Katharine Mannion and Úna Ní Fhlannagáin (who are the Designated Person and Deputy Designated Person), by sending them on a 'Keeping Safe' course (Completed December, 2013)
- Training our volunteers and freelance service providers by meeting to discuss and talk through this policy document at the beginning of each academic year. Service providers and volunteers will then be asked to sign a form acknowledging that they have received training, have read and understood the Athenry Music School Ltd CPP, and will abide by it (Appendix 10).
- Because it is not feasible to conduct visiting lecturers training for single visits, they will be asked to sign that they have read and understood our policy before commencing teaching and to contact the Athenry Music School Ltd office with queries.
- Recording any incidents in the confidential incident file taken on all courses
- Ensuring that the relevant primary carers are made aware of our CPP (see standard course form, Appendix 1)
- Ensuring proper supervision based on adequate ratios according to age and gender
- Being proactive in relations to problems, so that they don't get 'out of control'

Athenry Music School Ltd requires its service providers and volunteers to do the following:

- Plan and be sufficiently prepared both mentally and physically
- Report any concerns to the Designated Person and follow reporting procedures as outlined in Section b
- Follow and enforce anti-bullying policy as outlined in the Code of Behaviour for Children/Young Persons in Section b
- Observe appropriate dress and behaviour
- Where possible avoid giving a lift to a young person/child, and where necessary, ensure the primary carer has been informed
- Maintain awareness around language and comments made and where there is a possibility that upset may have been caused, address it in a sensitive manner.

4. Inappropriate behaviour

Athenry Music School Ltd service providers and volunteers should not do any of the following on courses:

- Use or allow use of offensive or sexually suggestive physical and/or verbal language
- Allow or engage in inappropriate touching of any form
- Hit or physically chastise students
- Socialise inappropriately with students outside of structured organisational activities.

5. Physical contact

Athenry Music School Ltd acknowledges that physical contact may be essential to the process of teaching on our courses. Athenry Music School Ltd requires, therefore, that freelance teaching service providers and volunteers seek consent of children/young persons before making physical contact with them (except in an emergency or dangerous situation) and check their level of comfort when teaching exercises that involve physical contact.

6. Health and safety

Athenry Music School Ltd service providers and volunteers should do the following on courses:

- Avoid leaving children unattended where reasonable
- Be vigilant in making sure that the environment on the course is safe
- Be aware of the accident procedure as outlined in Section i

7. Code of Behaviour for Young Persons/Children

Residential Camps and Tours

At the beginning of each course a short meeting will be held with all course participants to talk through our Code of Behaviour for Young Persons/Children

It is the policy of the Athenry Music School Ltd to safeguard the welfare of all the children and young people who attend our events, by protecting them from harm. We are also committed to providing a positive and enlightened environment, to facilitate the best possible educational outcome for participants in our courses. The welfare of the child/young person under our care is paramount.

The following are the rules, which all young persons/children on our courses are required to follow:

All young persons/children must:

- Sign a registration book on arrival at the course
- Make sure a member of service providers and volunteers is informed if they are unable to attend an individual class or will be late for any reason
- Submit forms for all Athenry Music School Ltd courses, which have been signed by their parents/carers (see Appendix 1), to the office by the relevant deadline in advance of the course.
- On residential camps and trips be aware of the physical boundaries of the property where the course takes place and never leave them without permission from a member of service providers and volunteers during the course
- Not consume alcohol, drugs or smoke while participating on Athenry Music School Ltd courses, in keeping with civil law.
- Not engage in rough play
- Not use inappropriate language

Athenry Music School Ltd wishes to promote a positive and inclusive atmosphere on our courses and asks children/young persons to be aware of and follow these guidelines:

- Treat each other and all members of service providers and volunteers on Athenry Music School Ltd courses with courtesy, respect and dignity.
- Be aware that bullying will not be accepted or tolerated. Bullying can be defined as repeated aggression, - verbal, psychological or physical - which is conducted by an individual or group against others. Examples of bullying include the following -name-calling, physical fighting of any form, making offensive comments, intimidation, threatening, ignoring or excluding others, damaging property, sending abusive text messages or voicemails, spreading rumours, sarcasm, mocking, derogatory remarks & gestures
- Treat each other equally but also as individuals
- Listen to and respect each other
- Have fun and encourage a positive, inclusive atmosphere
- Respect each-others personal space
- Respect differences of ability, culture, religion, race and sexual orientation
- Be aware of any special needs people

In general we ask that all participants use ‘common sense’ about what is acceptable behaviour and treat others as they would expect to be treated themselves.

Section b

Athenry Music School Ltd Reporting Procedures for Child Protection Concerns

1. Designated Persons
2. Incidents:
3. Dealing with a disclosure:

1. Designated Persons

Katharine Mannion acts as the Designated person for Child Protection.
Úna Ní Fhlannagáin acts as the Deputy DLP.

Contact:

Katharine Mannion 087-7816811

Úna Ní Fhlannagáin 087-7529219

It is the responsibility of the Designated Person and the Deputy Designated Person to support and advise service providers and volunteers and children/young persons who attend lessons, orchestras, classes and course with Athenry Music School Ltd. about policy and procedures in relation to child protection and to ensure procedures are followed. It is also their responsibility to liaise with the Health Service Executive or Gardaí where Appropriate.

2. Incidents

The Athenry Music School Ltd. has a confidential incident file, which will be held in a secure location in the Athenry Music School office.

3. Dealing with a disclosure:

Athenry Music School Ltd advises its service providers and volunteers to deal as follows with a disclosure from a child/young person:

- Stay calm, listen and allow them enough to time to say what they need to say
- Don't prompt or use leading questions
- Reassure them but do not promise to keep anything secret
- Don't make them repeat anything unnecessarily
- Explain in an age appropriate way what will happen next

All incidents should be reported to the Designated Person or where unavailable, to the Deputy Designated Person. The incident will then be recorded on the Athenry Music School Ltd Confidential Incident Report Form (see Appendix 2).

The Incident Report Form asks for information on concerns, suspicions, worrying observations, behavioural changes, and actions and outcomes and it requires only factual information to be recorded. Information will be shared on a strictly 'need to know' basis (see Section c Confidentiality Statement).

Service providers and volunteers should be aware of what constitutes ‘reasonable grounds for concern’ when reporting incidents (see Appendix 3).

Athenry Music School Ltd Designated Person or Deputy Designated Person will then do the following:

- Act without delay
- Discuss the incident with the parent, carer or adult responsible for the child/young person or appoint an appropriate person to do this, unless this would put the child at further risk
- Discuss the incident informally with the Health Service Duty Social Worker before making a report, if appropriate
- Should the Designated or Deputy Designated person then decide that a report is necessary, they will complete the standard reporting form available from the Health Service Executive without delay (see Appendix 8). Reports to the Duty Social Worker can be made verbally and then followed by the standard form. A formal report should only be made where there are ‘reasonable grounds for concern’ (see Appendix 3).

The Designated or Deputy Designated Person is committed to:

- Keeping all information confidential and sharing it only on a need to know basis.
- Keeping the person who reports the incident informed

If the Designated Person or Deputy Designated Person is not available, the Duty Social Worker or Health Service Executive can be contacted directly, or where they are unavailable, the Gardaí. In situations that threaten the immediate safety of the child/young person, it may be necessary to contact the Gardaí.

Contact details for Co. Galway HSE duty social workers are included as Appendix 12.

Section c

Confidentiality statement

Athenry Music School Ltd is committed to ensuring peoples' rights to confidentiality.

However, in relation to child protection and welfare we undertake that:

- Information will only be forwarded on a 'need to know' basis in order to safeguard the child/young person
- Giving such information to others for the protection of a child or young person is not a breach of confidentiality
- We cannot guarantee total confidentiality where the best interests of the child or young person are at risk
- Primary carers, children and young people have a right to know if personal information is being shared and/or a report is being made to the Health Service Executive, unless doing so could put the child/young person at further risk
- Images of a child/young person containing identifying information will not be used for any reason without the consent of a parent/carer (however, we cannot guarantee that camera/videos will not be used in public performances). Registration forms include permission for group photographs and videos to be used for promotional purposes on Facebook/ YouTube etc. and also for the music school archive.
- The incident report file will be kept in a locked cabinet in the Athenry Music School Ltd office.

Section d

Recruitment and selection policy statement

- Athenry Music School Ltd will ensure that service providers and volunteers are carefully selected, trained and supervised to provide a safe environment for all children and young people.
- Roles and responsibilities for every job (paid or voluntary) will be clearly defined.
- Service providers and volunteer's positions will be advertised widely.
- A panel of at least two representatives will select service providers through an interview process.
- Anyone interested in applying to work as a freelance tutor for Athenry Music School Ltd will be asked to send a CV and cover letter.
- Athenry Music School Ltd will endeavour to select the most suitably qualified personnel.
- At least two written references, which are recent, relevant, independent and verbally confirmed, will be necessary for all service providers and volunteers and will be sought using a confidential reference form (See Appendix 4). Should there be reason to exclude an applicant, this will be discussed and agreed on a case-by-case basis at board level. References cannot be supplied by family members
- No person who would be deemed to constitute a 'risk' will be permitted to work (paid or voluntary) for Athenry Music School Ltd.

The following would be considered risk factors:

1. Any child-related convictions
 2. A refusal to sign declaration form or provide details of two referees
 3. Insufficient documentary evidence of identification
 4. Concealment of information relating to one's suitability for working with children.
- There will be a probationary period of twelve months for each service provider and volunteer recruited.
 - All service providers and volunteers will be required to consent to Garda clearance and, where available, this will be sought. They will also be required to complete a declaration form (See Appendix 5).
 - All freelance tutors will be required to sign a contract (sample attached in Appendix 9).

Section e

Managing and supervising service providers and volunteers

New service providers and volunteers will:

- Be made aware of Athenry Music School Ltd. code of conduct and will be familiar with Athenry Music School Ltd CPP.
- Undergo a probationary period of twelve months and be subject to the recruitment procedures outlines in section d.
- Will be trained in Child Protection Procedures and required to read and sign the CPP document
- Receive an adequate level of supervision and review of their work practices

All freelance and voluntary service providers and volunteers

- Will be sent a copy of the CPP to read and sign prior to commencing work
- Will be familiar with this CPP and be given training as out lined in Section a,b and c.
- Will be subject to the recruitment procedures as outlined in Section d.

Section f

Involvement of Primary Carers

Athenry Music School Ltd is committed to being open with all primary carers.

Athenry Music School Ltd undertakes to:

- Advise primary carers of our CPP Policy statement (see Appendix 1, and also information will be added to our website) and make copies of the policy available when requested
- Inform primary carers of all activities and potential activities
- Issue contact/consent forms for our courses (see Appendix 1)
- Comply with health and safety practices
- Operate child centred policies in accordance with best practice as outlined in Section a
- Adhere to our service providers and volunteers recruitment and management guidelines as outlined in Section d and e
- Ensure as far as possible that activities are age appropriate
- Encourage and facilitate the involvement of parents, carers and responsible adults where appropriate.

If Athenry Music School Ltd has concerns about the welfare of a young person/child we will follow our reporting procedures outlined in Section b and in the event of a complaint against a member of service providers and volunteers we will follow procedure outlined in Section h.

Section g

Dealing with allegations against service providers and volunteers

In the instance of an allegation, Athenry Music School Ltd first priority is the safety of the child. Athenry Music School Ltd also has a responsibility to the service providers and volunteers.

Two separate procedures must be followed:

- In respect of the child/young person either the DLP or the Deputy DLP will deal with issues related to the child/young person. In the event that the either of these two members of service providers and volunteers has had allegations made against them, the service providers and volunteers who has not had allegations made against them will deal with the issues related to the child/young person
- In respect of the person against whom the allegation is made, Helen Farrell, the Athenry Music School Ltd Co-Director, will deal with issues related to the service providers and volunteers member.
- The reporting procedures in Section b should be followed, and the parents/carers and the child/young person should be kept informed of actions planned and taken.
- The service provider or volunteer will be informed as soon as possible of the nature of the allegation and will be given the opportunity to respond
- Any action following an allegation of abuse against an employee should be taken in consultation with the Health Service Executive and Gardai.
- After consultation, the Athenry Music School Ltd Co-Director will advise the person accused and take measures appropriate to the level of risk while not unreasonably penalizing the worker – unless necessary to the protect the child/young person. Measures could include increased supervision, assignment to different duties, or suspension. Should an allegation take place on an Athenry Music School Ltd residential course and reasonable grounds for concern (see Appendix 3) exist the accused person will stop work immediately on that course.

Section h

Complaints and Comments Procedures

- Complaints or comments will be responded to in writing within 2 weeks
- Katharine Mannion has responsibility for directing complaints/comments to the appropriate person and ensuring they are responded to on time.
- Verbal complaints will be logged and responded to in the same way as written complaints.
- Athenry Music School Ltd will seek the advice of a HSE social worker for an informal discussion in the event of a complaint that may cause ‘reasonable grounds for concern’.
- Athenry Music School Ltd has a feedback form that is given to all participants on courses (see Appendix 11)

Section i

Incidents and Accidents Procedure

- Athenry Music School Ltd service providers and volunteers will record any accidents that take place on Athenry Music School Ltd courses in the confidential incidents file using the Athenry Music School Ltd Confidential Incident Form (see Appendix 2)
- Athenry Music School Ltd maintains an up-to-date register of the contact details of all children/young people on our courses and will ensure that these details are cross-referenced with Confidential Incident Report Forms.
- Athenry Music School Ltd always has its own public liability insurance in place for all courses that it runs
- A First Aid box is always available and fully stocked on Athenry Music School Ltd courses and service providers and volunteers are made aware of its location
- In the event of a residential course or trip away, emergency contact details are included in all welcome packs given to service providers and volunteers
- Athenry Music School Ltd is committed to ensuring that at least one service provider and/or volunteer has a First Aid certificate.
- Athenry Music School Ltd is committed to making service providers and volunteers, children and young people aware of the risks of handling heavy equipment

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Appendix 1a, Sample Registration Form



Registration & Order Form

	Student 1	Student 2	Student 3	Student 4	Fees
Student Name:					
D.O.B.:					
Address					
Parents' names					
Email					
Phone: Landline					
Mobile:					
Teacher/ Instrument/ Duration of Lesson/ Ind or Shared					
S.E.I.i					
Orchestra					
Instrument: Purchase/ Hire					
T-shirt/ Textbook					
Method of Payment					
TOTAL					

Your signature confirms that you understand that this information will be kept on computer by Athenry Music School, that you have read and understood our rules and regulations and that we may use any photographs/ videos of your child in our school web-site, Facebook page and printed media. No individual child will be named on social media sites.

Signature of Parent/ Guardian: _____

Appendix 1b
OURchestra
Summer Camp
Application Form

Name of Player & Date of Birth

Address

Email Address

Phone Number Mobile Number

Instrument Grade approx.

Teacher

Orchestra you usually play with (if any)

Experience in playing chamber music (e. g. quartet)
none some regular

Phone Number where Parent/Guardian can be reached during Course Time

Signed (by parent) Date

**OURchestra Summer Camp 2014,
Esker Youth Village,
August 11th-15th.**

To apply for OURchestra Summer Camp please complete both sides of this form and mail, along with a non-refundable to either address below. Cheques should be made out to either Katharina Baker or Katharine Mannion. Deadline for applications is Friday, May30th 2014.

Deposit of €50

Katharina Baker	Katharine Mannion
Seeoma House	7 Ard Esker
Cregclare	Athenry
Ardrahan	Co Galway
County Galway	

Medical & Permission Form

It is the policy of the Athenry Music School Ltd to safeguard the welfare of all the children and young people who attend our events, by protecting them from harm. We are also committed to providing a positive and enlightened environment, to facilitate the best possible educational outcome for participants in our courses. The welfare of the child/young person under our care is paramount.

ATHENRY MUSIC SCHOOL LTD will adhere to the recommendations of Children First: National Guidelines for the Protection and Welfare of Children, published by the Department of Health and Children.

A full copy of the joint Child Protection Policy is available from Athenry Music School Ltd, Station Road, Athenry email:athenrymusicsschool@gmail.com

The Designated Child Protection Person is: Katharine Mannion, Director, Athenry Music School Ltd, 087-7816811

All players take part at their own risk. Players are individually responsible for insuring their own instruments. Please inform us of any condition which might require urgent medical attention in an emergency.

Does he / she have diabetes Yes / No

Is he / she using any medication of any kind Yes / No

Does he / she have any known allergies Yes / No

Details of last tetanus injection _____

In the event of an accident or an emergency where I cannot be reached, I give my permission for my child to receive a general anaesthetic and / or appropriate medical treatment.

Signed: _____ (Parent / Guardian)

Date: _____

Details of any Medication, Allergies or Medical conditions

ATHENRY MUSIC SCHOOL LTD

Appendix 2

Athenry Music School Ltd Confidential Incident Report Form

Date and time of incident: _____

Exact location where incident took place: _____

Names of people involved in the incident: _____

Phone no and address of people involved and parents/guardians

Description of incident (include the following: Suspensions, Concerns, Worrying Observations, Behavioural Changes, Actions and Outcomes. Try to make it as factual as possible and supporting opinions with fact where possible):

ATHENRY MUSIC SCHOOL LTD

Appendix 3

Reasonable Grounds for Concern

The following excerpt from the 'Children First: National Guidelines for the Protection and Welfare of Children' (4.3.2 – p. 38) shows what would constitute reasonable grounds for concern:

1. Specific indication from the child or young person that s/he has been abused;
2. An account by a person who saw the child/young person being abused;
3. Evidence, such as an injury or behaviour, which is consistent with abuse and unlikely to be caused another way;
4. An injury or behaviour which is consistent both with abuse and with an innocent explanation but where there are corroborative indicators supporting the concern that it may be a case of abuse [an example of this would be a pattern of injuries, an implausible explanation, other indications of abuse, dysfunctional behaviour];
5. Consistent indication, over a period of time, that a child is suffering from emotional or physical neglect.

Appendix 4

ATHENRY MUSIC SCHOOL LTD Reference Form

Confidential

_____ has been selected to work for the Athenry Music School Ltd and has given your name as referee.

This post involves substantial access to children and as an organisation committed to the welfare and protection of children; we would like to know if you have any reason at all to be concerned about this applicant being in contact with children and young people?

Yes No circle as appropriate

If you are happy to complete this reference, all information contained on the form will remain confidential and will only be shared with the applicant's immediate supervisor, should they be offered a position. We would appreciate you being extremely candid in your evaluation of this person.

How long have you known this person? _____

In what capacity? _____

What attributes does this person have which you would consider makes them a suitable volunteer?

Please rate this person from 1 to 5 (1 being poor and 5 being excellent) on the following:

Responsibility

Maturity

Self-motivation

Motivation of others

Energy

Trustworthiness

Reliability

Signed _____

Date _____

Occupation _____

Appendix 5

Declaration Form

ATHENRY MUSIC SCHOOL LTD
Confidential

Declaration form for all those working with children and young people.

Surname: _____ First Name: _____

Date of Birth: _____ Place of Birth: _____

Address: _____

Tel. No: _____ Mobile No: _____

Is there any reason that you would be considered unsuitable to work with children and young people?

Yes No Please circle

If yes, please outline reason below:

Have you ever been convicted of a criminal offense?

Yes No Please circle

If yes, please state the nature and date(s) of the offense(s)

I _____ (insert name) have read and understand the ATHENRY MUSIC SCHOOL LTD Child Protection Policy

Signed: _____ Date: _____

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Appendix 6

Sources of Information:

Department of Health and Children: *Our Duty to Care – The principles of good practice for the protection of children and young people*

Department of Health and Children: *Children First – National Guidelines for the Protection and Welfare of Children*

Scottish Arts Council: *Creating Safety - Child Protection Guidelines for the Arts*

Youth Music (UK): Child Protection Document

Irish Association of Youth Orchestras: Child Protection Document

Dublin Youth Orchestra: Child Protection Document

Cork Youth Orchestra: Child Protection Document

Liffey Valley Youth Orchestra: Child Protection Document

National Association of Youth Orchestras: Guidelines on Child Protection

HSE Child Protection Course Dec 2014: Course Facilitator

The Arts Council/An Chomhairle Ealaíon: *Guidelines for the Protection and Welfare of Children and Youth People in the Arts Sector*

Appendix 7

Helpful websites and documents include:

- Children First: www.doh.ie/publications/cf.html
- Our Duty to Care: www.doh.ie/pdfdocs/ourduty/pdf
- Code of Good Practice:
www.education.ie/servlet/blobServlet/padmin_child_protection_ir_pdf
- Guidelines and Procedures (Primary Schools
www.education.ie/servlet/blobServlet/padmin_child_protection.pdf

Appendix 8

The ATHENRY MUSIC SCHOOL LTD will have standard HSE forms and contact details for Social Work Departments and Gardaí available. If you would like copies sent to you, please contact the office.

ATHENRY MUSIC SCHOOL LTD

Appendix 9: Contract

THIS AGREEMENT made the 31st day of August 201

BETWEEN

(1) Helen Farrell of Farravaun, Monivea and Katharine Mannion of 7 Ard Esker, Athenry, County Galway, Athenry Music School Limited (hereinafter the “**School**”); and

(2) [] of []

] (the “Service Provider”)

RECITALS:

- (A) The School requires the performance of certain music teaching services. For the purposes of this Agreement, “Services” shall mean those services listed in the First Schedule hereto and such other services as agreed between the School and the Service Provider from time to time.
- (B) The Service Provider as an independent contractor is willing and hereby agrees to provide certain Services to the School on the terms and conditions set out below.

NOW IT IS AGREED as follows:

1. INTERPRETATION

1.1 Definitions

In this Agreement unless the context otherwise requires or unless otherwise specified:

“**Company Day**” means a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in Ireland;

"Confidential Information" means any proprietary information, whether or not protectable as a trade secret which provides an advantage to a competitor or which a party wishes to designate as confidential for a valid business reason or, without prejudice to the generality of the foregoing, which concerns the School, finance or organisation of the School, its suppliers or customers which shall have come to the Service Provider's knowledge during the course of this Agreement. By way of illustration only and not limitation information will prima facie be confidential if it relates to trade secrets, research and developments, information relating to the Intellectual Property, suppliers and their production and delivery capabilities, customers and details of their particular School and requirements, costings, profit margins, discounts, rebates and other financial information, marketing and selling strategies and tactics, current activities and current and future plans relating to all or any of development or sales including the timing of all or any such matters, the development of new products, or technical design or specifications of the products and / or services of the School;

"EUR" and "euro" mean the lawful currency of Ireland;

"Ireland" means the Republic of Ireland;

"Services" means the music teaching services provided by the Service Provider, details of which are set out in the **First Schedule** hereto.

1.2 Interpretation

In this Agreement unless the context otherwise requires or unless otherwise specified:

- (a) any reference to any statutory provision, or to any order or regulation shall be construed as a reference to that provision, order or regulation as extended, modified, replaced or re-enacted from time to time (whether before or after the date of this Agreement) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of this Agreement);
- (b) words denoting any gender include all genders and words denoting the singular include the plural and vice versa;
- (c) headings are for convenience only and shall not affect the construction or interpretation of this Agreement; and
- (d) if any action or duty to be taken or performed under any of the provisions of this Agreement would fall to be taken or performed on a day which is not a Company Day such action or duty shall be taken or performed on the Company Day next following such day.

2. THE SERVICES

2.1 Basis of Services

The School engages the Service Provider to provide the Services to the School and the Service Provider agrees to provide the Services upon the terms and conditions set out herein.

2.2 Duration

This Agreement commenced with effect from the 23rd August 2014 and shall be for a period of ten months, terminating on the 30th June 2014 unless terminated earlier on notice by either party in accordance with clause 6.1 hereof provided always that this Agreement may be terminated summarily if the Service Provider is in breach under the provisions of clause 6.2 hereof.

3. SERVICE PROVIDER'S OBLIGATIONS

3.1 Reasonable Care

The Service Provider shall provide the Services with reasonable care and skill and to the best of her skill and ability.

3.2 Working Hours

The Service Provider is retained on a non-exclusive "as required" basis to provide the Services to the School for such hours and at such locations as are reasonably necessary to properly and diligently provide the Services. The Service Provider shall be under no obligation to replace lessons missed by a student. However, where students are absent the Service Provider shall confirm in writing on the role the fact of their absence, any reason given by the student for that absence and whether any advance notice was given of their failure to attend.

3.3 Management

The Service Provider agrees that she shall be subject in the provision of the Services to the general direction and management of the School and shall liaise with the Katharine Mannion, Director in this respect. Should the Service Provider receive any enquiries with regard to the School, the Service Provider may refer such matters to Katharine Mannion who shall deal with all enquiries and registration. Although the Service Provider may furnish a copy of the School's timetabling information, the Service Provider shall not hold themselves out to be an employee, officer or Director of the School.

3.4 Agents

It is acknowledged by the School that the Service Provider shall be at liberty to engage the services of third parties to assist her in the provision of the Services. The Service Provider shall forthwith withdraw any such third party in respect of whom an objection is notified for any reason by the School.

3.5 Monies Received

Given the nature of the Services and the direct interaction with the School's students, the Service Provider will from time to time receive payments on behalf students for the Schools fees. Any such monies received or obtained by the Service Provider in respect of the fees paid by the School's students for their tuition and classes shall be forwarded to the School immediately and a copy of any receipt given by the Service Provider should also be furnished.

3.6 Background checks

The Service Provider shall submit themselves to a background check and shall furnish to the School their most up to date list of previous teaching experience and qualifications along with the names of verifying referees. This information is required for the School to comply with its Child Protection Policy.

4. SCHOOL'S OBLIGATIONS

The School shall provide a premises and shall provide students for the Service Provider to teach during the course of this Agreement. In respect of Services carried out on the School's teaching premises or official School teaching activities and concerts, the School shall procure and maintain adequate public liability insurance.

5. FEE

5.1 Quantum

The School will pay to the Service Provider a fee amount as agreed between the parties in respect of the Services carried out by the Service Provider on behalf of the School (hereinafter the "Fees") The Fees as agreed are set out at the **Second Schedule** hereto.

6. TERMINATION

6.1 Termination Upon Notice

This Agreement may be terminated by either party giving to the other not less than one months prior notice in writing in accordance with the provisions of clause 8.10 of this Agreement.

6.2 Termination Without Notice

The School may by notice in writing terminate this Agreement with or without notice if the Service Provider:

- (a) shall be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, is not remedied by the Service Provider at her own cost and expense within fourteen days of receipt by the Service Provider of a notice from the School specifying the breach and requiring its remedy;

- (b) shall be incompetent, guilty of any serious or persistent breach or negligence in respect of the provision of the Services or her obligations hereunder;
- (c) shall neglect, fail or refuse after written warning to provide the Services reasonably and properly required in accordance with this Agreement;
- (d) is adjudicated bankrupt or commits any act of bankruptcy or makes any arrangement or composition with her creditors; or
- (e) becomes of unsound mind or shall be or become a patient for the purposes of any mental health acts.

7. USE OF CONFIDENTIAL INFORMATION

7.1 Acknowledgements by the Service Provider

The Service Provider acknowledges: -

- (a) that the School is in a unique and highly specialised School involving services which are highly sophisticated and technical in nature;
- (b) that the School's market is national in scope with a limited number of competitors;
- (c) that the School possesses a valuable body of Confidential Information; and
- (d) that the School will give the Service Provider access to Confidential Information in order to facilitate the proper provision of the Services.

7.2 Service Provider's Obligations

The Service Provider shall keep secret and shall not at any time either during the term of this Agreement, or after its termination for whatever reason, use, communicate, reveal, or cause any unauthorised disclosure whether through any failure to exercise all due care and diligence or otherwise, to any person for her own or another's benefit, any of the Confidential Information of the School their suppliers or customers which shall have come to her attention during the course of this Agreement. The Service Provider shall also use her best endeavours to prevent the publication or disclosure of any such Confidential Information.

7.3 Confidential Information

All notes, memoranda, documents, records and writing made, received or obtained by the Service Provider on any matters relating to the organisation, School, finance, customers, suppliers, dealings, transactions or affairs of the School shall be treated as confidential and shall be and remain the property of the School and shall be delivered by the Service Provider to the School forthwith upon request.

7.4 Authorised Disclosure

The restrictions contained in this clause shall not apply to any disclosure authorised by the School required in the ordinary and proper course of the provision of the Services under this Agreement or as required by the order of a court of competent jurisdiction or an appropriate regulatory authority or any information which the Service Provider can demonstrate was known to the Service Provider prior to the commencement of this Agreement or is in the public domain otherwise than as a result of a breach of this clause.

7.5 Obligations Upon Disclosure

Upon termination of this Agreement for whatever reason the Service Provider shall, deliver up to the School all working papers, computer discs, object and source codes, and other materials and copies provided to it or her pursuant to this Agreement or prepared by the Service Provider in pursuance of this Agreement.

7.6 School's Premises

The Service Provider shall not at any time, without the prior consent in writing of the School, remove from the School's premises any papers, materials or copies provided to her or instruments provided to her pursuant to this Agreement or prepared by the Service Provider in pursuance of this Agreement.

7.7 Confidential terms of Agreement

The terms of this Agreement shall be and remain secret and confidential unless otherwise agreed in writing by the School.

8. STATUS AND INDEMNITY

8.1 Independent Contractor

It is hereby declared that the Service Provider, or any third party engaged by her to assist in the provision of the Services, is not and will not become employees or agents of the School and shall not be entitled to any fee, salary, pension, bonus, or other fringe benefits from the School and it is agreed that the Service Provider shall be responsible for the deduction of income tax liabilities and pay related social insurance (P.R.S.I.), health levies and all other income levies or similar contributions, if applicable, arising from the payment of the fees to her under this Agreement.

8.2 Indemnity

The Service Provider hereby agrees to indemnify and hold harmless the School against any claims or demands that may be made by the relevant authorities in respect of income tax, P.R.S.I, penalties or interest relating to such payments in respect of the provision of the Services.

8.3 No Partnership

It is further alleged and declared that this Agreement shall not constitute or create a partnership between the parties or between either party and any other person with whom the School may enter into a contract for services or of service.

8.4 Services to Third Parties

It is acknowledged by the School that the Service Provider will be free to undertake activities and offer the same or other services at the same time or otherwise to other parties, to the extent that such activities and provision of services do not interfere with or conflict with the Service Provider's obligations under this Agreement or would not or could not result in a breach of clause 6 hereof. The Service Provider however agrees not to offer services during the term of this Agreement to any other party which is a competitor of the School without the prior written consent of the School.

8.5 Indemnity Against Claims

The Service Provider hereby agrees to indemnify and hold harmless the School against any claims, proceedings, actions, loss, damage or expense whatsoever as a result of his acting deliberately or with reckless disregard to the interests of the School or any other party or otherwise acting in a manner which is grossly negligent or in wilful default of her obligations under this Agreement or which arises as a result of his own acts, default or neglect in the provision of the Services.

8.6 Effect of Termination

The indemnities contained in this clause 7 shall remain in full force and effect notwithstanding termination by either party in any manner whatsoever.

9. MISCELLANEOUS

9.1 Facilities

The Service Provider shall as appropriate provide all transport, materials, equipment (to include their own instrument but not the students' instruments) and facilities necessary for the proper performance of the Services and shall not be entitled to be reimbursed for any expenses in relation to same.

9.2 Severability

In the event that any of these terms, conditions or provisions, or any part thereof, should be determined to be invalid, unlawful or unenforceable, such term, condition or provision, or any part thereof, shall be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9.3 Successors/Assignees

This Agreement shall enure for the benefit of and be binding upon the respective parties hereto and their respective and successors.

9.4 Assignment

Neither party may assign or transfer this Agreement or any of the rights arising hereunder without the prior written consent of the other party.

9.5 Variation

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties hereto.

9.6 Whole Agreement

This Agreement contains the whole agreement between the parties hereto relating to the transactions provided for in this Agreement and supersedes all previous agreements (if any) between such parties in respect of such matters and each of the parties to this Agreement acknowledges that in agreeing to enter into this Agreement it has not relied on any representations or warranties except for those contained in this Agreement.

9.7 Not a General Waiver

A waiver by the School of any breach by the Service Provider of any of the terms, provisions or conditions of this Agreement or the acquiescence of the School in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or an acquiescence to any subsequent act contrary thereto.

9.8 School' Rights

Any remedy or right conferred upon the School for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it whether pursuant to this Agreement or otherwise provided for by law.

9.9 Delay

No failure or delay by the School in exercising any claim, remedy, right, power or privilege under this Agreement shall operate as a waiver nor shall a single or partial exercise of any claim, remedy, right, power or privilege preclude any further exercise thereof or exercise of any other claim, remedy, right, power or privilege.

9.10 Notices

Any notice or other communication whether required or permitted to be given hereunder shall be given in writing and shall be deemed to have been duly given if delivered by hand against receipt of the addressee or if transmitted by fax or sent by prepaid registered post addressed to the party to whom such notice is to be given at

the address set out for such party herein (or such other address as such party may from time to time designate in writing to the other party hereto in accordance with the provisions of this clause 9.10. Any such notice shall be deemed to have been duly given if delivered at the time of delivery, if transmitted by fax at the time of termination of the transmission and if sent by prepaid registered post as aforesaid forty eight hours after the same shall have been posted.

9.11 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction to deal with all disputes arising from on touching upon this Agreement.

9.12 Costs

Each of the parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Agreement.

IN WITNESS whereof this Agreement has been duly executed on the date shown at the beginning of this Agreement.

FIRST SCHEDULE

THE SERVICES

Music tuition

Vocal tuition

Instrumental tuition

Orchestra work

Teaching of academic music classes

Such other services as are agreed between the School and the Service Provider from time to time during the course of this Agreement.

SECOND SCHEDULE

THE FEES

The School shall pay to the Service Provider a fee at a percentage of fees received agreed between each individual service provider and the school.

SIGNED by Helen Farrell and Katharine Mannion

in the presence of:

.....
Signature

.....
Witness Signature

.....
Signature

.....
Witness Name (print)

.....
Witness Address

SIGNED by [Service Provider's Name]

in the presence of:

.....
Signature

.....
Witness Signature

.....
Witness Name (print)

.....
Witness Address

Service Provider's P.P.S.

Email

.....

Child Protection Policy Training Form

I hereby acknowledge that I have received training on the ATHENRY MUSIC SCHOOL LTD Child Protection Policy in the form of a meeting to discuss and talk through the policy with the ATHENRY MUSIC SCHOOL LTD Designated Person/Deputy Designated Person at the beginning of the academic year.:

I agree that I have read and understood the ATHENRY MUSIC SCHOOL LTD CPP to abide by it while contracted with Athenry Music School Ltd.

Name Signed

ATHENRY MUSIC SCHOOL LTD

Appendix 11

Evaluation Form

Please take a moment to give us your feedback on this ATHENRY MUSIC SCHOOL LTD course. Input from workshop participants is very valuable in developing future workshops and events.

	Excellent	V. Good	Good	Poor	Very Poor
Venue					
/Location					
Workshop					
Content					
Workshop					
Materials					
Value for					
Money					
Time of Year					

If you are particularly concerned about any issue, please contact the Athenry Music School Ltd office at a later date. Athenry Music School Ltd is committed to responding to complaints within two weeks in writing.

Thank you.

Additional Comments:

ATHENRY MUSIC SCHOOL LTD

List of Health Service Executive Area Social Work Department Contact Details.

Western Area
Community Care Area
Area Social Work Department and
Address
Phone No.
Fax no.
Galway Community Care services
25 Newcastle Road
Galway
091-546366
091-546325
091-527601
091-524231

Appendix 13

List of Health Service Executive 'Keeping Safe' Information and Advice Persons

Brid Burke HSE, W.H.A. Galway Community Services
The Annex, western
Area,
Health Service
Executive
Seamus Quirke Rd.,
Galway
T: 091-548440
F:091-524226
M:086-2556103
Brid.burke@mailn.hse.ie