



Monday 3 June 2024

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Dear Parents

Following our letter to you on Friday 24 May 2024 concerning the decision to close the School's playing field, we cannot help but have noticed the discussions that have taken place.

This has not been an easy decision for the School and the Governors to take, and it is not one we have taken lightly in any way. However, we had to take this unfortunate action because of the legal framework all schools operate under which include child protection, safeguarding and securing school property. The school totally understands the Parish Council's (PC) wishes to ensure community spaces for the village.

It is an understandable reaction the decision has caused but many of the statements the PC have made are inaccurate (eg. Welford Matters) and we would like to address the misinformation.

The historical documents

The PC has repeatedly stated there was an intention when the land was transferred to Warwickshire County Council for the School's playing field to be used as an amenity area. However, before the PC submitted their recent article to Welford Matters, the solicitors from Warwickshire County Council had pointed out that no such arrangement was made when the land was transferred in 1959 and 1967. Consequently, the representation of the PC is incorrect which they were aware of.

There has also been discussion of an agreement in 1962 that was never actually concluded, that the PC claimed creates recreational rights today. The solicitors who have examined that document disagree whether any rights for the PC ever came into being in the first place. As of today, it is certain that the provisions in that document would fail any of the statutory safeguarding regimes now in place for schools.

In 1962 an informal agreement was drawn up with a number of conditions. This has never been formalised or adhered to by the PC. The school have always managed and maintained the school field.

This is a situation the School cannot overlook, as we have to secure the School's land every night (and our safeguarding officers carry personal liabilities if we do not do that). Failure of the PC to lock the gate compromises our insurance, and this is

not the only aspect of the 1962 agreement where they have failed to fulfil their commitments. Unfortunately, therefore, we are sorry to inform that the PC is not coming to this information campaign with “clean hands,” because of these misrepresentations to you.

Meetings with the Parish Council, and their rejection of proposals

The statements saying the school refuse to meet are inaccurate as the school and governors requested to meet the PC on several occasions from November 2022 to January 2024. Whilst we have not agreed any recent meetings this is because there have been no proposals presented to us to discuss.

The School offered at least two different proposals during 2023; they rejected both. Again, this is something the solicitors from Warwickshire County Council pointed out to the PC. We now feel this needs to be corrected in the story that is being put to Welford, but unfortunately without the transparency the PC tries to claim as theirs.

For these reasons, and when the Governors had exhausted our options to present a solution, we asked the PC for their proposals. This being our school playing field land, permission from the Department for Education for any joint use agreement would be required under the [School Standards and Framework Act 1998](#). We drew this and Government’s [guidance](#) to the PC’s attention through their solicitors. Unfortunately, even with their lawyers involved, the PC declined our invitation for proposals in line with government requirements.

Safeguarding Issues

Most worryingly as far as child protection is concerned, there is a further, and serious misrepresentation in the PC’s recent Welford Matters article, where they say they *fully understand and support the school’s need to meet their statutory duties to safeguard children*. According to section 167 the [KCSiE Guidance](#), those duties extend to when the playing field is being used out of School hours. Even with their solicitors involved (whom we must presume are competent in this specialist area of the law) the PC has made no effort to *meet the statutory duties to safeguard children*, as they appear to have no safeguarding policies of their own to support their request for out of hours use of the School’s playing field.

It is further wrong of the PC to say that the School has put forward *a lot of preconditions*, the implication being that we have been unnecessarily obstructive. The KCSiE Guidance states there should be termination provisions in any joint use agreement if the PC does not have a safeguarding policy in place. This requirement operates regardless of whether any children coming to the playing field are on the School roll. Therefore, this was not an unnecessary precondition; it is the statutory safeguarding framework that the PC said they *fully understand*, and yet gave us no indication they were prepared to comply with the legal requirements.

We are sorry to say therefore that the PC neither understands nor appears willing to support our safeguarding duties, and so we are unable to progress or allow this situation to continue. We ask you to note this is all for the imperative reasons of the child protection framework we must work to by law.

Ofsted Requirements

The School’s Ofsted inspections judge whether our protection frameworks are effective. If there are deficiencies, such as the PC not having a safeguarding measures of their own in place, the School’s provisions could be assessed as

ineffective. If we are acting in the best interest of the School, we cannot allow that to happen.

Conclusions

Governors cannot allow anything to happen on the School's land that compromises safeguarding as our paramount concern, and as we are required to do by Education Law. In addition, it is imperative to enhance that the primary purpose of the field is to support the educational needs of our pupils. We appreciate the support and understanding of our parents and community in this matter.

We, as the Governors of your School, are not prepared to consider any unlawful arrangement arising from the PC not wishing to follow processes laid down by parliament, and would not expect you as parents to ask us to do so, when it is child welfare that is in question. The Governors' meetings were held in accordance with the [regulations for school governing bodies](#) and with a quorum present on each occasion.

Considering the PC's failures under previous arrangements, current failure to provide proposals in line with the legal framework and failure to offer any indication they are prepared to comply with the KCSiE Guidance, the votes were unanimous. In addition, and considering all the issues, locking and securing the school field gate was the only option available to the Governors acting in the best interest of the School.

We hope this further clarification and information alleviate concerns that many of you have raised and helps you understand the reasons why the school have come to the decisions they have made. Unfortunately, the PC has not been open and transparent with the village. With the comments in Welford Matters and discussions with the village we felt it necessary to send a follow up to our correspondence on the 24th May 2024.

Yours sincerely

The Governors of Welford on Avon Primary School