



THE STAR MULTI ACADEMY TRUST LETTINGS POLICY

This policy has been adopted by the Board of Trustees of the STAR Multi Academy Trust and is applicable across all schools that make up the STAR Multi Academy Trust. In line with the MAT's Scheme of Delegation, this Policy must be duly applied by each Local Governing Board and the Headteacher of each school that is part of the STAR Multi Academy Trust.

Where there are specific details or any discretions in the policy that apply to an individual school or Local Governing Board, this has been made clear within the wording of the policy. This policy will be monitored regularly by the MAT Headteachers' Group and reviewed formally by the STAR MAT Trust Board in line with the agreed timetable for policy review or sooner as events or legislation changes require.

Date Approved by the Trust Board: 29 June 2021
Review Date: March 2024

Contents

- 1 Use of Trust Premises.....3
- 2 Safeguarding and Child Protection.....3
- 3 Fire Safety.....4
- 4 Procedure4
- 5 Charges.....5
- 6 Care of Premises.....5
- 7 Equipment & Accommodation.....6
- 8 Condition of Premises.....6
- 9 Playing Fields/3G Pitch.....6
- 10 Catering Facilities.....7
- 11 Car Parking7
- 12 Insurance.....7
- 13 Legal Requirements.....7
- 14 FAQs 8
- 15 Document Control..... 9
- 16 Lettings Application Form & Charges –Annex A..... 10
- 17 Safeguarding Information Form – Annex B 13

1 Use of Trust Premises

Organisations / individuals whose purpose, beliefs or aims are not aligned to those of the MAT in relation to safeguarding and promoting the welfare of children will not be allowed to let any part of Trust premises at any time.

The use of the Trust premises is permitted by the Trust on the understanding that the following rules are adhered to at all times. Failure by the hirer to comply with any of the following regulations where applicable, whether intentionally or not, may be deemed by the Trust to be just cause for the immediate cancellation of any lettings or series of lettings.

The hirer must have vacated the premises at the agreed finishing time of their let. The hirer must ensure that the period they have hired the Trust's facilities for allows for setting up and putting away any equipment. If the period of usage exceeds the period hired, then the hirer will be liable for a minimum penalty of 1-hour hire charge for each area hired.

2 Safeguarding and Child Protection

This policy therefore should be considered to apply to all lettings regardless of whether a Hirer is also an employee within the Trust.

The individual school Headteacher will ordinarily be the arbiter as to whether an individual event operates under the auspices of the Trust Safeguarding Policy. Ordinarily ALL paid lettings should operate under the Safeguarding Policy of the business taking out that letting.

Where any business may seek to operate a letting anywhere within the Trust and the management of the business involves any person or persons employed by the STAR Multi-Academy Trust, then before the letting can be agreed this must be escalated to the Central Team for processing by the business team with regard possible related party transactions and the Safeguarding Lead to ensure there is clear separation in all communications and Policy from any positions of trust held within the MAT.

Furthermore:

- *All Hirers must complete Annex B Safeguarding Information Form*
- Hirers who are using the Trust premises to provide activities for children and young people aged 18 and under ("children") must provide the School with a copy of their Safeguarding and Child Protection Policy which must clearly reference:
 - Safer recruitment, training and induction for staff;
 - Welfare and reporting arrangements for raising concerns about young people;
 - Arrangements for raising concerns with regard to adults working with young people;
 - Arrangements for Disclosure and Barring Service ("DBS") checking and barred lists checks where appropriate.
- The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of them, in addition to the provision of policy and procedures, the Hirer and any person identified by the Hirer likely to have contact with children, must have been subject to enhanced DBS checks and barred list checks where appropriate.
- The Trustees, via the onsite Headteacher or Designated Safeguarding Lead or their designate, reserve the right to require the Hirer to produce evidence that enhanced DBS checks and barred list checks where appropriate have been carried out on all persons; to review safeguarding policies and procedures; and, to impose any additional

requirement they consider appropriate in connection with the hiring.

- If for any reason the Trustees are not satisfied in relation to the above matters then they reserve the right to cancel any hiring without notice and there shall be no liability to the Hirer other than to refund any hiring fee or deposit paid. In coming to such a decision, the Trust will act reasonably at all times including communicating any concerns or reassurances sought etc. with the Hirer. However, the Trust's decision on to cancel the hiring on these grounds will be final and no further correspondence will be entered in to.

Hirers are reminded that Trust facilities may be used for a range of activities with users arriving and leaving at varying times. Hirers are responsible for the safeguarding of all young people for whom they are providing activities while those young people are on Trust premises. It is recommended that all children are met at Reception, escorted to their activity, and returned to Reception at the end of the activity for collection by their parents or carers.

3 Fire Safety

Hirers' induction will include instructions on evacuating the building. Hirers are responsible for ensuring that all adults and children involved in their activity leave the building as quickly as possible. Adults waiting for their children in the public atrium area of the School do so at their own risk but will be evacuated by School site staff or the hirers using the premises. All users should familiarise themselves with the fire alarm and evacuation procedures. Copies of these are posted in Reception and in the rooms/halls.

4 Procedure

A fully completed booking form will be submitted to the School at least TWO weeks prior to the commencement of the event. Failure to do so will result in the booking being cancelled unless discussed otherwise.

The person signing the application form, on behalf of their organisation, (then known as the Hirer) is personally responsible for ensuring that all terms and conditions of our lettings policy are adhered to. The Hirer must be over 18 years of age. Once the Hirer has accepted a permit to use the Trust premises, (s)he is automatically bound by all terms and conditions of usage of the premises. The Trust has the right to vary these terms and conditions at any time.

The hirer may not assign or sublet the premises.

All lettings must be approved. No letting shall be considered approved or any change confirmed until approved by the School/Trust.

The School/Trust may cancel any letting at any time; either the fee will be refunded, or an alternative date offered, except in the case of misconduct.

The Trust reserves the right to impose special conditions in respect of any letting, series of lettings or class of lettings in order to protect its pupils, employees or property. The Trust may exercise this right or authorise any other person to do so. Special conditions will be notified to hirers and may include any requirements considered by or on behalf of the Trust to be desirable including requirements as to fire precautions, security of persons or premises, the employment of security or other staff, the exclusion or admission of any person, persons or class of person or any animal, animals or equipment, the giving of bonds or the effecting of insurance.

5 Charges

All charges must be paid within 30 days of the invoice date.

A minimum let is 1 hour.

Charges will be made at rates which will be determined from time to time by the School/Trust and shall be liable to change without prior notification. In cases where the incorrect charge has been quoted, the School/Trust reserves the right to charge the correct rate, although the hirer may consider the booking cancelled.

The School/Trust does not undertake to refund any charge on cancellation of a booking by the hirer unless 21 days' written notice of the cancellation has been given in writing.

6 Care of Premises

The hirer shall ensure that there is a responsible adult present and able to supervise at all times during the letting. No person under the age of 18 years is permitted on the premises without adequate adult care and supervision.

The hirer is required to pay to the School/Trust the cost of making good any damage to the property or to any fittings, fixtures, sports or other equipment or property which may result from the letting. Any damage arising from the hire must be reported to the School. The hirer is required to clear away any rubbish and leave the premises and / or grounds in the condition in which they were found. The hirer shall be responsible for reimbursing the School/Trust for any additional costs incurred in cleaning the premises and / or grounds after a letting.

No desks, fixed furniture or equipment that may be in the accommodation hired shall be used or moved without prior approval of the School/Trust. Any movement of furniture required must be undertaken by the hirer under the direction of the Site Team/School. Standing on seats, furniture, windowsills etc. is not permitted. Any furniture used must be returned to its original position at the end of the hire period.

No additional staging, curtaining, scenery, fixtures, fittings or decorations may be installed without the previous consent in writing of the School/Trust. Any such alterations and additions as may be authorised shall be purely temporary arrangements requiring no permanent fixings which would damage or disfigure any part of the premises. Any temporary arrangements such as curtaining, or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the Trust premises nor taken away while the School is in session. Any alterations shall be returned to their original state immediately after usage, at the expense of the hirer. Where any use involves the erection and/or dismantling of a stage, this will be carried out by the hirer at his/her expense under the supervision of a representative of the School/Trust.

No alterations or additions to the electrical installations at the School may be made without previous consent in writing of the Trust. Any such alterations and additions as may be authorised shall be carried out in accordance with the directions and to the satisfaction of the Trust and shall be reinstated forthwith at the expense of the hirer to the satisfaction of the Trust.

The Trust will not accept responsibility for any loss of or damage to any property owned by any person using the premises during the period of the letting. Property shall be brought on to the premises at the sole risk of the owner.

The hirer is responsible for informing the School/Trust of any person sustaining injury or loss on the Trust premises during the period of the let. This information must be presented in writing to the School/Trust within 24 hours of the event. Any further information required by the School/Trust must be made available on request.

No food or drink is allowed in any area except designated social areas, unless prior written permission has been granted.

No stiletto heels or similar objects are allowed in the gym area. Gym users must wear trainers suitable for indoor use.

7 Equipment & Accommodation

Specialist rooms and equipment (including gymnastic equipment, public address systems, stage lighting and pianos) are not included in the letting arrangements, unless specifically requested in the application form and approved by the School/Trust. Such applications must specify the name and qualifications of the person taking responsibility for their proper use.

Chairs installed in the premises may be used by special arrangement with the School/Trust, but the School/Trust does not undertake to provide suitable chairs or seats for use by the hirer. Any furniture provided by the hirer must be removed immediately after the end of the letting.

The School/Trust does not provide first-aid medical facilities for hirers nor does it guarantee access to the public telephone system for calling assistance during lettings. Hirers should make their own arrangements in this respect.

Any IT/AV equipment that you bring onto the premises must carry a valid and up to date PAT certificate.

8 Condition of Premises

The Trust gives no guarantee as to the fitness, suitability or condition of the premises or grounds at the commencement of the letting, but every effort will be made to see that they are in a reasonable state.

Where facilities booked by the hirer turn out not to be available during the letting, the Trust will consider applications for ex gratia refunds of a proportionate part of the letting charge, always providing that no such refund shall be given for facilities not included in the letting charge. The Trust decision shall be final in respect of any refund made.

9 Playing Fields/3G Pitch

The Trust does not give any guarantee as to the standard of the pitch or field nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of any pitch or field upon submitting his application and such application will be

deemed to be for the particular pitch or field as seen.

The School/Trust shall deem whether any pitch or field is fit for use and their decision shall be final.

10 Catering Facilities

The Schools' catering facilities are available for hire by separate negotiation. However, separate arrangements can be agreed for provision of refreshments for special events.

11 Car Parking

Where car parking is required, the hirer must undertake the proper stewarding and control of the parking area in collaboration with the police where necessary. The hirer must maintain safe entry and exit from the premises and provide and maintain clear access for emergency vehicles and service vehicles.

12 Insurance

It is the responsibility of the hirer to effect whatever insurance he considers necessary to cover his liabilities. Hirers using the facilities must provide proof of adequate insurance to the School/Trust.

13 Legal Requirements

The Hirer shall comply with all legal requirements concerning consumption of intoxicating liquor, music, singing and dancing licences, theatre licences and copyright – whichever is in place. The hirer shall be fully responsible for obtaining any licences or other permissions required, always providing that no such application shall be made without the prior approval of the Trust. The hirer shall indemnify and keep indemnified the Trust, from and against all costs, claims and demands which may be made against the Trust for any breach or infringement of copyright.

No intoxicating liquor shall be brought or consumed on Trust premises or any part thereof except by recognised organisations. It is the responsibility of the hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of intoxicating liquor. Copies of all licences will be submitted prior to the date of let.

The Trust's No Smoking Policy (Health & Safety Policy) must be adhered to at all times. Smoking is not permitted anywhere on site and includes all outdoor areas. This includes E Cigarettes/Smoking.

The hirer shall comply with Section 12 of the Children and Young Persons Act 1933, that is to say where any play or entertainment is provided at which the majority of persons attending are children, then if the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or to any part of the building than can be safely accommodated there and to control the movement of children and other persons admitted while entering and leaving the building and to take all other reasonable precautions for the safety of children.

The hirer will ensure that the requirements of the Equality Act 2010 (in particular the need to

promote good relations between persons of different racial group) are observed at all times throughout the letting.

The hirer will adhere to all Health and Safety requirements as required by the Trust.

The hirer is specifically forbidden to use or allow the use of the hired premises or grounds for any illegal or immoral purpose and shall not carry on any activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

In the event of a breach in these conditions the hirer may be asked to leave the premises immediately by a member of the Site Team/School. If the hirer fails to leave the premises, then the local police authority will be summoned and asked to remove the hirer from the premises.

There is no public telephone available within the premises: Hirers are required to have access to a mobile phone as a term of their letting.

14 FAQs

How do I secure my booking?

Completing the attached booking form at least 2 weeks before the first booking and returning to **the school admin email**.

How do I make payment?

Payment is only accepted by BACS on receipt of invoice. Payment terms 30 days.

What happens if I run over the times agreed?

If you exceed the times stated on the booking form, the use will be calculated at the standard rate and you will be charged.

Do I need to clean the building at the end of my let?

Yes, all rooms/spaces must be cleared at the end of the event / let and left in the condition they are found.

15 Document Control

Contact		Estates Director/CEO	
Status		Issue 1.1	
Publication Date		June 2021	
Review Date		3 years	
Approved/Ratified by		STAR MAT Trust Board	
Version	Date	Comments	Author
Final	29 June 2021		Estates Director

16 Lettings Application Form Annex A

Note to applicant: Before completing this form, please carefully read the terms and conditions of letting.

Return completed forms to the school admin email.

Accommodation / Facilities Required	Purpose of hire	Day of week	Dates required		Times required*	
			From	To	From	To
<p>* Please indicate times allowing for setting up and departure from the site.</p>						

IT Equipment required: Please specify details

Special Requirements: Please specify details

Parking Required: YES / NO

Please indicate if you wish the letting to continue through the School holidays: YES / NO

Name of applicant.....Telephone No. (Office hours)

Full postal address

.....

Email Address.....

Name of organisation

Details of organisation.....

I personally agree to be responsible for the fees charged in respect of this letting. I have read the terms and conditions of letting and will observe them.

Signature of applicant:

Date:

Payment details	Estates team informed	
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(to be completed by the School)			
Deposit paid		Constitution received	
Balance paid		Insurance checked and copied	
		Licences checked and copied	

17 Safeguarding Information Form Annex B

SAFEGUARDING FORM

The STAR Multi-Academy Trust is committed to ensuring that all organisations that use their premises comply with the guidelines recommended by *the Local Safeguarding Children Partnership, and also as set out by the Department for Education.*

Detailed below are a set of questions which we expect all organisations to be able to answer. As part of its safeguarding responsibilities, the School/Trust will monitor and periodically check that the information provided is accurate and all hirers must provide additional evidence where requested, in accordance with our Lettings Policy.

CONTACT DETAILS

Details of organisation requesting the letting arrangements:

Name:

Address:

.....

Telephone No:

PLEASE ANSWER ALL THE QUESTIONS BELOW	YES	NO
POLICIES & PROCEDURES		
Do you have an appropriate Child Protection Policy, along with procedures and codes of conduct that are compatible with those held by the STAR Multi-Academy Trust and by the Local Safeguarding Children Partnership and set out by the Department for Education?		
Do you have an approved procedure in place in the event of a child protection allegation being made against a member of your staff or organisation?		
Do you have in place a Code of Conduct for staff that is compatible with the Trust's Code of Conduct and expectations?		
Are you aware of the procedures to follow if you think a child is being abused and have you shared this information with your members of staff?		
Do you have an approved procedure in the event of a child protection allegation being made against a member of your staff?		
Does your organisation keep records and registers of all children attending the activity?		
SAFER RECRUITMENT		
Do you have robust practices in place which meet the safer recruitment guidance set out by Department for Education in their 'Keeping Children Safe in Education' publication (https://www.gov.uk/government/publications/keeping-children-safe-in-education--2)		

Can you confirm that job interviews have been carried out for all staff and volunteers and that full application details exist?		
Can you confirm that individual identity, right to work and qualification checks have been satisfactorily completed?		
Are enhanced DBS checks obtained on all staff or volunteers working with children, including transporting children as part of the activity?		
Can you confirm that a minimum of 2 satisfactory references have been received (from previous employers where possible) which address the individual's suitability to work with children & young people?		
Can you confirm that staff or volunteers have not had a break of 3 months or more from employment since their latest CRB/DBS disclosure was obtained?		
Can you confirm that a record of recruitment and vetting checks is kept by your organisation and that this is kept up-to-date and is available for inspection by the School on request?		
SAFETY & WELFARE		
Do you have a trained first aider in attendance at all times and suitable first aid equipment?		
Do you have appropriate arrangements in place for other emergencies?		
Are you aware of the arrangements that are in place to liaise with a member of school staff if there are any particular concerns?		
If using potentially hazardous equipment provided by the school, can you confirm that it will be operated by suitably trained staff and it will be supervised at all times by an adult member of staff?		
Your organisations does not condone bullying, racism or any other forms of prejudice by your members of staff or any of your clients and their family members?		
Do you have specific arrangements in place for dealing with situations where children are not collected after the activity?		
If providing childcare, please confirm that the organisation is registered with Ofsted?		
Please provide Registration details:		
Is your organisation registered with the appropriate national registered body (e.g. FA for football organisations)?		
Please provide details:		
DATA PROTECTION		
Does your organisation have procedures in place to protect staff and client personal information in line with the requirements of GDPR and the expected provisions of the DPA 2018?		
UPDATES		
Do you agree to notify the School of any changes in Ofsted registration, adults regularly present and any other changes as relevant? Changes will need to meet the same safeguarding criteria applied for the original application.		

Signed on behalf of organisation Date

Print Name (Nominated Club Official)

Telephone number.....Email address

(It is the club's responsibility to advise the School if the person who has hired the facilities on behalf of the club changes). In this case a new Safeguarding form will have to be completed.

TO BE RETAINED IN THE LETTINGS FILE OF SCHOOL.