



## OAK LODGE SCHOOL

### LETTINGS POLICY STATEMENT

**May 2019 - 2020**

#### Adoption

The school governors at their meeting on May 2019 adopted the lettings policy and the scale of charges set out below:

#### Policy Objectives

The governors recognise the following principles:

- (i) that school premises represent a significant capital investment and should be fully utilised;
- (ii) are a valuable community resource;
- (iii) educational usage of education premises constitutes a natural priority;
- (iv) that a profit margin would be welcome when derived from private or commercial usage but are not the objective when facilitating education activity by designated users.

The governors have the following additional policy objectives:

- (i) To maximise the potential for publicity and marketing of the school and services through regular use by the public of the school premises.

#### Priority Usage

The governors have adopted the following categories of priority user:

- (i) with equal priority the following: students of Oak Lodge School, whether boarding or day pupils; students supported by the Deaf First services;
- (ii) activities which benefit hearing impaired youngsters and adults in general;
- (iii) activities which promote the use of BSL such as BSL classes and events;
- (iv) activities which benefit Wandsworth students;
- (v) non-profit and charitable organisations;
- (vi) private and commercial users.

#### Hire Charges (effective from September 2019):

Area	Monday – Friday	Saturday
School Hall	£42.00	£50.00
Tennis Court (single)	£37.00	£45.00
Dining Room	£35.00	£40.00
Classroom / training Room	£30.00	£35.00

A discount on lettings rates maybe be available for work experience partners and non profitable charitable organisations.

#### Conditions of Hire

Conditions of hire form Appendix 1 to this Policy Statement.

**Date of policy May 2019**

**Authorisation**

The governors recognise that it would be impossible for them to personally vet every applicant or organisation who wish to make use of the school premises. Accordingly they have delegated the authority to accept applications for hire to the following persons: Executive Headteacher, Head of School / Deputy Headteacher, Business Manager.

**Date of policy May 2019**

### Variations

No member of staff is allowed to vary the terms and conditions from which the school premises are hired to either individuals or organisations nor to deviate from the governors published charging policy.

### Lettings Documentation

All formal hiring of the schools premises, including those for which no charge, is made shall be properly documented. All hirers must complete a lettings agreement and are to receive a copy of the conditions of hire. The hire agreement is a contract which the governors may enforce at law.

### Deposits

The governors reserve the right to require a deposit over and above the hiring charge as a surety against damage to the premises (including any equipment) or the premises being left in an unacceptable condition necessitating additional costs for cleaning, caretaking or other expenses.

### Payment and payment methods

The governors are mindful of their responsibilities in safeguarding the school from bad debt. Therefore payment at the time of booking is expected. All payments must be received in advance of the letting taking place. Cheques or BACS payments are both acceptable and cheques should wherever possible be supported by a guarantee card. In all cases where cash or cheques are paid over then an official receipt must be issued.

### Cancellations

A minimum of one week's notice is required for all cancellations otherwise the full rate remains payable. Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting. Details of the charges are shown in the scale of charges in the Letting Policy Statement.

### Value Added Tax

The governors are constrained by law to apply value added tax to all transactions where this is appropriate.

### Safeguarding

During the course of lettings and hire functions, the residential students will at all times be under the supervision of the residential staff and access to the residential area of the school will be restricted. Areas not accessible to the public include: the residential block, offices and staffroom.

### Emergencies and Fire Activations

The governors will normally insist upon continuous caretaking presence at all times throughout the lettings period. The hirer must nominate a person responsible for first aid and a person who is to act as Fire Marshall in the event of a fire alarm activation. The Fire Marshall shall at all times be aware of the fire exit nearest to the hire location and the procedures to be followed following an alarm activation. The Fire Marshall shall be on site throughout the duration of the hire, maintain an up to date register of all people present on the premises and present the register to School staff and/or the Fire Brigade as necessary.

### Review of Policy

The governors will review the policy each year and the scale of hire charges for the forthcoming year will also be reviewed and updated on the basis of any forecast increases in caretaking, cleaning and energy costs.

## WANDSWORTH BOROUGH COUNCIL - OAK LODGE SCHOOL

### TERMS AND CONDITIONS OF HIRE

The Hirer must not use the premises for any other purpose other than the one stated on the application.

1. The Hirer will only access the facilities listed in the lettings permit / invoice document and will ensure that all persons under their supervision are not permitted to access any other areas or rooms within the school or residential blocks.
2. For health and safety reasons organisations providing classes for children will ensure persons dropping off and/or collecting children leave vehicles outside the schools gates. To ensure access is available at all times for emergency vehicles parking is available on one side of the driveway only.
3. The benefit and obligations of the hiring may not be transferred to any person/business not identified as the Hirer in the Application.
4. The Organisation and the Organiser whose names appear on the Application shall be deemed to be the Hirer and shall be responsible for compliance with all rules, regulations or requirements made or laid down from time to time by the Governing body in respect of the use of the premises and shall be deemed to be the responsible person nominated to be in charge for the control and supervision during any hire.
5. **Organisations will be required to have public liability insurance to cover activities during the hire period. The school will require a copy of the valid insurance certificate before any letting can commence.**
6. If a particular letting involves contact with children and young people, it is the responsibility of the Hirer to ensure and be able to fully demonstrate that they have complied with the DBS Code of Practice and any relevant Safeguarding requirements. A copy of the **DBS registration for the event organiser will be requested for lettings involving children under the age of 18.**

When there is a requirement for DBS checks to be undertaken, the Hirer must keep appropriate records for all adults in line with the DBS Code of Practice and report to the Head of the school any safeguarding concerns which may arise.

The Hirer must be able to provide evidence that DBS checks have been carried out for all relevant adults on request.

7. The Hirer must not do anything or permit any action which would, or might, constitute an illegal or immoral activity affecting the school premises or which would, or might, vitiate in whole or in part any insurance effected in respect of the premises from time to time.
8. The Hirer shall be responsible for obtaining any public licences necessary in connection with the booking and should confirm with the school the licences they hold.

Permission or licence must be obtained from the copyright owner, the owner of the sound recordings (if appropriate) and the publisher for any public performance of music, musicals, operas, or stage plays. The borrowing of music scores or plays from a local library does not constitute permission to perform.

Regulated entertainment, public music, singing and dancing can only take place on premises which have a Premises Licence authorising entertainment, or by applying for a Temporary Event Notice The

**Date of policy May 2019**

Lettings Officer must be given at least four weeks' notice of a stage play production. The Hirer must obtain a Temporary Event Notice from the local Licensing Authority. The requirement is for the notice to be received by the Licensing Authority and the Police a minimum of 10 working days before the planned event but not including the day of the delivery of the notice or the day of the event.

It is the responsibility of any Hirer to ensure that all copyright licences have been obtained to cover planned activities.

- 9. Organisations will be required to give a copy of their Safeguarding Policy to the school.**
10. On being notified that the application has been granted and the amount of the charges, the Hirer is required to pay within 30 days after receipt of the invoice, or in any event before the first date of the booking.
11. The Governing body reserves the right to alter and vary any fees or charges in respect of the hire of the premises and to impose any special conditions in respect of particular hiring.
12. In the event of any damage to the facility during the period of hire the expense of replacing or making good the same shall be borne in full by the hirer. The hirer will pay Oak Lodge for any damage caused within 30 days of receipt of invoice from Oak Lodge.
13. The Hirer shall ensure that all persons have vacated the premises by the time stated and all articles of equipment brought on the premises must be removed at the time of departure and taken off site. All equipment belonging to Oak Lodge must be replaced in the correct location before departure.
14. Oak Lodge School reserve the right of entry at all times to all parts of the premises.
15. Organisations are required to have a nominated first aider.
16. Emergencies and Fire Activations: the governors will normally insist upon continuous caretaking presence at all times throughout the lettings period. The hirer must nominate a person who is to act as Fire Marshall in the event of a fire alarm activation. The Fire Marshall shall at all times be aware of the fire exit nearest to the hire location and the procedures to be followed following an alarm activation. **The Fire Marshall shall be on site throughout the duration of the hire, maintain an up to date register of all people present on the premises and present the register to School staff and/or the Fire Brigade as necessary / requested.**
17. Oak Lodge do not accept any responsibility for injury, damage or loss howsoever caused to any persons or in respect of any articles or goods brought onto the premises by the Hirer or any other person.
18. Oak Lodge School confirm that the booking dates as confirmed in the permit / invoices are fixed and will not be subject to change or cancellation unless caused by health and safety reasons or site emergencies.
19. Any defects should be reported to a Site Officer at commencement of booking otherwise such property should be deemed to have been undamaged at the commencement of the period of hire.
20. All payments must be received in advance of the letting taking place. Cheques or BACS payments are both acceptable and cheques should wherever possible be supported by a guarantee card.
21. A minimum of one week's notice is required for all cancellations otherwise the full rate remains payable. Governors will seek to recover any costs incurred by the school which are unavoidable and result directly from the cancellation of a letting.

Date of policy May 2019

**Hire Charges**

(effective from September 2019):

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**A signed copy of this form and a copy of public liability insurance to cover the hire period must be received by the school before any letting can commence.**

**Details of safeguarding policy and DBS checks must be supplied for organisations running events for children under 18 years of age.**

Signed: \_\_\_\_\_  
(The Hirer)

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

Positon in organisation: \_\_\_\_\_

For and on behalf of (Organisation name): \_\_\_\_\_