



COMMUNITY USE OF SCHOOL FACILITIES

Rationale:

Shared use of school facilities can provide a number of benefits to the school and the community. These include:

- the development of positive perceptions about schools and learning,
- the development of cooperation and goodwill in school/community/local government relationships,
- increased community awareness of school activities,
- the opportunity for schools to improve their curriculum and learning programs through access to a wider range of resources and talents in the community,
- improved levels of security for the school through out of hours use,
- the potential for increased financial returns to the school,
- the potential for financial savings to State and Local Government,
- access for the community to a wider range and in some cases a better standard of facilities; and
- more efficient utilisation of the community's large investment in school facilities.

All community use of school facilities must be formalised through a written agreement signed by the School Principal or his/her nominee and a representative of the user group.

HOW WILL THE COMMUNITY USE SCHOOL FACILITIES?

School facilities can be used for any activities that are compatible with the ethos of the school. These include cultural, educational, recreational, sporting and other uses. Educational programs must take priority when determining use. Some discretion will also need to be exercised in decision making about applications for use which appear to be incompatible with the efficient running of the school or which pose a danger to persons or property.

There are some uses for which schools are required to make premises available, for example as polling places for the conduct of Commonwealth, State and local government elections, or for the conduct of emergency welfare exercises.

An individual applicant should sign an agreement as a representative of his/her group and he/she becomes responsible for ensuring compliance with the condition of hire.

Risk Assessment

It is the responsibility of the user to ensure appropriate and adequate supervision is available. 'Appropriate and adequate' supervision would represent experience and/or formal qualifications in the particular sport or activity.

PROHIBITED USES

Kensington Primary School will not permit activities which are inconsistent with the educational aim of the school or which interfere with its operations. These include:

- activities which might bring the school into disrepute,
- activities likely to cause damage or risk to school buildings or property,
- activities which create excessive noise or pose a nuisance to nearby residents,
- gambling or illegal activities.

Tobacco and Alcohol

Education Department policy on the use of alcohol and smoking on school premises must be observed.

Smoking is Prohibited

Alcohol consumption may be permitted under the following guidelines:

- through the application for a special licence through the licensing court,
- provided that the consumption is outside of school hours and not in the vicinity of school children,
- the user group to have clear responsibility for supervision, cleaning etc.,
- the Principal's approval has been received.

AUTHORITY TO APPROVE USE

Approval to use school facilities rests with the Principal. The Principal may care to delegate that authority from time to time to another staff member or other nominated representatives such as a member of the P&C or the School Council.

SECURITY

Entry and departure arrangements for the user will be clearly specified. As responsibility for the security of the facility rests with the person holding the booking, he/she must make every effort to ensure that users are adequately supervised and that the facility is secured at the completion of activities. Users may need to be reminded of the need to secure rooms that have been vacated temporarily during changes or breaks in their program.

INSURANCE

Groups which have the appropriate capacity and structure to pay for liability insurance should be strongly encouraged to take out their own policy. Typically such groups would be those that are incorporated, raise income from fees or are profit making bodies. High risk activities will not be permitted without proof of insurance being provided.

COST OF HIRE (All Prices GST Inclusive)

The Principal will determine the charge for use of the facilities:-

Hire of school buildings/grounds	\$120 for full day or 5.30pm onwards plus Bond
	\$55 After school until 5.30pm plus Bond
Bond	\$200

Those organisations that provide a service of direct benefit to the school, such as Neighbourhood Watch, Safety House, the P&C Association will be considered as fee exempt.

Non profit or charitable community service organisations

To maintain consistency and avoid accusations of discrimination by parties as to who is/is not charged, all people wishing to utilize school facilities other than those mentioned above will incur the above costs.

BOND

In setting a bond, factors considered include:

- accidental or wilful damage to property
- expensive or easily damaged equipment being hire out
- security call out in the event that the hirer has failed to secure the premises and/or reset the alarm
- stock damage or loss, including foodstuff in the school's refrigerators
- cleaning in excess of the hire agreement.

CHECKLIST FOR PRINCIPALS AND REGISTRARS

The Agreement for Use sets down terms and conditions for use of school facilities. These should be made clear to potential users when arrangements for use are being made. The following checklist has been devised as a ready reference guide for Principals, Registrars or persons nominated by the Principal to manage community use of school facilities. It provides reminders and prompts and is intended to act only as a guide. When determining use arrangements the following questions could be considered:-

- Is the proposed use in line with school policy?
- Does the user group meet school policy with regard to issues like supervision, known to the school, local group, past history of use, etc?
- Will the group be fee paying?
- Has a hire charge been set/agreed to?
- Has an Agreement for Use form been completed? (every user group)
- Has the user group been informed about rules governing use?
- Does the group have special furniture needs?
- Should the group be providing their own insurance?
- Have keys/security arrangements been negotiated?
- Have cleaning requirements been negotiated?
- Have issues about bonds, fees payment and review of fees been negotiated?
- Have relevant school personnel been consulted about the proposed use?
- Has use of toilet facilities been arranged?
- Have the facilities to be used been inspected and their condition agreed?

CHECKLIST/GUIDELINES FOR USERS

Users of school facilities agree to abide by the terms and conditions set down for use when they sign the Agreement for Use form. When formulating rules the following items could be considered for inclusion:-

- Keys: deposit
contact person nominated
time specified for return
- Lights/Heaters: responsibility for turning on/off
- Cleaning/Rubbish Removal: particular requirements
- Leaving Areas as Found: movement of furniture from other areas
care to be taken when moving furniture
- Times of Access: Rules about Alcohol and Tobacco
Rules about Clothing/Footwear for Use of Particular Areas
- Special Rules for Particular Areas: consumption of food or drinks
care of floor surfaces eg: no paints on carpet
- Storage: available
need for user to provide own
- Use of Telephones: availability
specified phone for emergency use
- Emergency Procedures: evacuation procedures
person to contact in case of emergency
- Parking: areas available
areas in which parking is prohibited
- Security: alarm routines
security lighting activation
bond in case of call out
- Photocopier Use: availability/conditions
- Supervision of children accompanying adults:
responsibility for activities of accompanying adults/children
- Materials/Equipment Which is Out of Bounds

LICENCE FOR USE OF PROPERTY VESTED IN THE MINISTER FOR
EDUCATION

(Section 218 of the School Education Act 1999)

This Licence is made on (day/month/year)

BETWEEN:.....

(the "Principal") for and on behalf of THE MINISTER FOR EDUCATION

AND.....

(the "User")

DEFINITIONS

1. In this Licence

"Equipment" means (write full description of equipment to be used -if nil write nil)

"Premises" means (write full description of the premises to be used and define by reference to a plan if this is helpful)

"Principal" means the person occupying the position of the principal of the School

"School" means (write full name of school being used)

"Act" means the School Education Act 1999

GRANT OF LICENCE

2. The Principal grants to the User a licence under section 218 of the Act for the use of the Premises and Equipment for (write accurate description of activity) and for no other purpose. This licence is not transferable.

DURATION OF USE

3. This Licence commences on
(date of commencement)
and terminates on
(date of termination).

The User may use the premises and equipment on (write times and days and hours on which the Premises and/or the Equipment are to be used.)

FEES

4. The User must pay to the Principal (write amount of fee \$.....
for the use of the Premises and Equipment for the duration of this Licence.

As security for the performance the User's obligations under this Licence including but not limited to the cost of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of lost keys the User must pay a deposit of (write amount of deposit) \$.....

to the Principal. The deposit will be refunded on the date of termination of this Licence provided the Premises and Equipment have been left in a satisfactory condition. Payments of fees and deposit are to be made to the Principal of the School.

INDEMNITY

- 5. The User indemnifies the Principal, the Minister for Education and all employees of the Minister for Education against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of:
 - (a) any personal injury occurring on the Premises or elsewhere on the grounds of the School arising directly or indirectly from the use of the Premises or the Equipment by the User or occurring elsewhere arising from the use of the Equipment by the User; or damage to the Premises, the Equipment or any other property of the Minister for Education or any other person arising directly or indirectly from the use of the Premises or Equipment by the User.

INSURANCE

- 6. The User has/does not have liability insurance coverage of at least \$2m which names the Minister for Education as an additional named insured (strike out whichever is not applicable). If an insurance policy is held details of the insurance policy are recorded below:

Name of Insurer:.....

Policy Number:.....

Date of Expiry:.....

CONDITIONS OF USE

- 7. The User acknowledges being bound by the Act and all Regulations made under it and agrees to be bound by the Conditions of Use attached to this Licence.

MANAGEMENT COMMITTEE

- 8. A Management Committee or other appropriate management structure may be formed to administer daily business associated with the agreed use of the Premises and Equipment and where appropriate advise the Principal and the User on any disputes arising between them and recommend ways of resolving any such dispute.

Where a Management Committee has been formed the names of the Committee members and the interests they represent are recorded below.

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TERMINATION AND SUSPENSION

- 9. (a) The Principal may suspend this Licence during any period:
 - (i) when any part of the Premises is urgently required to provide accommodation for students or the public as a result of an emergency or disaster; or
 - (ii) when any part of the Premises is required for the purposes of a federal, state or local government election or referendum.
- (b) The Principal may terminate this Licence on one week's notice if the User significantly or repeatedly breaches any condition of this Licence, the Act, any regulations made under it or the Conditions of Use attached to this Licence.
- (c) The User may request the termination of this Licence at any time by giving the Principal one week's notice in writing. The Principal will then terminate this Licence and make any appropriate adjustment of the fees and refund of the deposit but this Clause does not prejudice any liability the User may have arising from any prior breach of the User's obligations under this Licence or under the indemnity .
- (d) If either party is aggrieved about matters of access or breach or termination of this Licence the parties will follow the grievance procedures set down in the Policy and Guidelines for Community Use of School Facilities.

SIGNED

..... (Principal) (Witness)
..... (person responsible for User) (Witness)

Person responsible for turning off electrical equipment, securing the premises and leaving them in a neat and tidy condition:

Name.....

Address

Telephone

CONDITIONS OF USE

The User agrees:

- (a) to use the Premises and Equipment only on the dates and at the times specified in the Licence;
- (b) not to interfere in any way with the operation of the School, with records, materials or equipment of the School, with its staff or students and in particular not to use any machinery or equipment other than the Equipment;

- (c) not to remove the Equipment or any part of it or any other property of the Minister from the Premises and to ensure that the Equipment and any other property of the Minister are left as found;
- (d) to permit the Principal to use the bond towards meeting the costs of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of loss or theft.
- (e) not to make or permit any structural alteration, including the attaching of nails, screws or other fastenings to walls or fittings, to the Premises or any other property of the Minister;
- (f) to comply with any request by the Principal and with all laws and departmental policy concerning the use of the Premises and Equipment including, without limitation, regulations which prohibit smoking on the Premises and laws relating to the sale or consumption of alcohol;
- (g) to produce on request evidence of the User's ability and qualifications to supervise activities, on the Premises, and/or Equipment, which may result in risk of injury;
- (h) not to permit any alcohol to be brought upon or remain on the Premises or the School grounds without permission from the Principal and to comply with regulations regarding alcohol on school premises;
- (i) to ensure that no illegal activity is carried out upon the Premises by persons on the Premises with the User's knowledge;
- (j) to leave the Premises and any toilets or other parts of the school buildings and all routes of access and exit used by the User in a clean and tidy condition;
- (k) to ensure appropriate supervision of and accept responsibility for the behaviour of persons using the Premises or Equipment with the User's knowledge;
- (l) to allow the Principal or any nominee to enter the Premises at any time to inspect the Premises and Equipment and to make any repairs the Principal deems necessary;
- (m) to vacate the Premises on or before the authorised time on the day of use and to lock up and secure the Premises after use;
- (n) not to have keys duplicated and not to pass any keys to third parties;
- (o) to use only the Premises and Equipment specified in the Licence;
- (p) to repair or make full restitution to the Principal's satisfaction for any damage to the Premises, the Equipment or other property of the Minister for Education;
- (q) to cease use of Premises or Equipment found to be unsafe and to notify the Principal by phone before the beginning of classes on the next school day and then in writing;
- (r) to notify the Principal immediately in writing of any injury to any person during use of the Premises or Equipment and to provide such statements from witnesses and the injured person as the Principal may require;
- (s) to comply with obligations of the Copyright Act;

- (t) to ensure that where the Premises include a swimming pool, the following precautions are observed:
- infants and non-swimmers must not be admitted to the pool area unless accompanied by an adult.
 - an adult must be nominated by the User to assume responsibility for good order
 - entry to the pool must be supervised.
 - no alcohol is permitted near or within the pool
 - specific directions of the Principal or nominee regarding safety are to be complied with (eg suitably qualified supervision of pool activities).
- (u) the User has read and understands these Conditions of Use.

.....
(person responsible for User)

.....
(Witness)