Hire and Use of School Facilities Policy
Pascoe Vale Primary School

Purpose:
To provide management guidelines for the informal and formal hire and or use of, school grounds and facilities outside of normal school hours.

Policy guidelines:
The use of school facilities can provide benefits to the school including:

- Maximising the use of school facilities and grounds by the local community;
- Fostering of ongoing positive relationships with local community groups/individuals;
- Increasing access to quality facilities for a range of purposes in one location;
- Building stronger social networks and greater community involvement in school activities and student learning;
- Enhancing the reputation of the school within the community and a shared sense of pride in our school; and
- Improving school security as a result of increased use of school premises outside of school hours;
- School Council has the authority to allow the use of school facilities by outside organisations/individuals when the facilities are not required for school purposes;
- School facilities will not be hired for activities where they: infringe on the delivery of school programs, might bring the school into disrepute, are likely to cause damage or unmanaged risk to students, buildings or property, create excessive noise or pose a nuisance to nearby residents, may involve firearms or are illegal;
- School Council has the responsibility to establish the terms and conditions of use including a schedule of hiring fees which will be an addendum to this policy;
- School Council reserves the right not to hire facilities to groups it does not wish associated with the school. Refer to DEECD guidelines for OOH School Use 2010 document
- Hiring of school facilities will be in accordance with DEECD policy as articulated in the ‘Community Schools Policy’, DEECD 2010 and ‘Guidelines for Assessing Requests for Community Use of School Facilities’, DEECD 2010.
- School Council does not require Public Liability Insurance for any hiring activity as all schools are covered by DEECD. However, all commercial operators are required to have Public Liability Insurance cover.

Program implementation:

- Any individual or organisation wishing to use the school facilities must submit a request in writing to the School Council or Principal;
- Any regular long term (one school term or more) commercial or organised group activity will require prior approval by the School Council or its delegate (Principal);
- Short term hire of less than one school term or one off hires will be at the discretion of the Principal unless there needs to be a broader community discussion or impact about the use of the facility by the requesting group/ organisation;
- Hiring fees will be determined by School Council as per a fee schedule or if required, at the discretion of School Council. These will be reviewed annually by School Council;
- Any such approved commercial or organised group activity, as well as any out of hours school activity, will generally have priority over other uses but not necessarily exclusive use;
- The school’s Out of School Hours Care program will have a defined area of use including the OSHC building, Junior School Playground area, and any other designated area deemed for their usage, between 7:00am to 8:45am and 3:45pm to 6:00pm on school days. However, on some occasions this may be changed at the Principal’s discretion due to
another school activity;

- School Council can decide to hire facilities to external groups under the following conditions:
  - where individuals or organisation hiring the facilities have taken out a $10 Million Public Liability insurance, including any non for profit organisation whose activity is deemed by school council as a ‘high risk’ activity and can provide documentation to that effect;
  - That a written DEECD hiring agreement provided by School Council be signed by Council or authorised representative and the hirer before use. That the written agreement cover such items as:
    - The period of the agreement, specific times of use, and areas to be used;
    - Contact names and telephone numbers of both parties;
    - Access and security arrangements including arrangements with keys;
    - Damage to property and arrangements to repair any damage;
    - Cleaning arrangements
    - Car parking
    - Notification arrangements to the hirer if the school requires the facility during the normal hire period;
    - School Council’s right to revoke the agreement at any time; and
    - A hiring fee and bond fee.

- Bond must be paid to the school prior to the hirer’s activity taking place with the bond fee being fully refundable, if no damage is incurred as a result of the hiring arrangement;
- Long term lease agreements as opposed to hire agreements will be negotiated between the leasee, School Council and DEECD through the Facilities & Infrastructure Branch and the DEECD Legal Unit. Long term lease agreements are deemed longer than one year;
- School Council will respond to any concerns made by the hirer of unsafe or dangerous equipment, buildings or facilities;
- Any liability claims against the school as a result of a hirer’s activity will be managed by the DEECD Liability Services Unit on behalf of School Council;
- The Principal/Business Manager will be the prime day-to-day contact for groups hiring school facilities. The authorised representative of School Council in the context of facilities hiring is the School Principal or Leading teacher where appointed by School council or the School Principal;
- Any individual or commercial group using the school grounds inappropriately or for an unlawful purpose will, in the first instance, be issued a warning and if the behaviour continues, the Principal has the authority under the Summary Offences Act to issue a Trespass Order, banning entry to the school.

**Evaluation:**
This policy will be reviewed in 12 months from date of ratification or if required earlier at the discretion of the School Council. Next Review date is 2013.

**This policy was ratified by School Council on 22nd August 2012.**
INFORMATION FOR LEASEES

RATES OF HIRE:

School and Community Use: (or by negotiation with the Principal and School Council)
- $10.00 per hour
- $50.00 per day

Commercial Use (or by negotiation with Principal and School Council)
- $25.00 per hour
- $100.00 per day
- Bond Payment - $100.00

The School Council and Leasee will be required to complete a DEECD Licence to use school premises or facilities agreement prior to the commencement of the hiring period.

Ongoing hiring agreements will regularly be reviewed, with the School retaining the right to terminate or not renew any agreements.

Permanent hirers will be invoiced each term and accounts must be settled within seven days. All one-off hiring fees are to be paid in advance.

Bond money will be returned on the basis that there have been no security breaches, all equipment and facilities have been left in acceptable and clean condition and all keys returned. Monies paid by the hirer cover the cost of cleaning toilets but these must be left in a reasonable condition.

Cancellations: The school should be notified of cancellations as soon as is practicable by the leasee.

Security: Appropriate arrangements will be made for the collection and return of keys. The leasee must make sure that all lights, heating, cooling etc are switched off and alarm systems are secured before leaving the building. The School reserves the right to pass on any costs incurred (such as security call-out fees) as a result of non compliance with these conditions.

Cleanliness: The cleanliness of the School and its surrounds is a prime consideration, all users of the school facilities must undertake to leave them in a condition acceptable to the Principal. All chairs, tables, equipment etc. must be returned to their correct position after use. Therefore, if required, after each function the school contract cleaner may be asked to inspect the areas used, and if necessary to do such work as deemed appropriate to reinstate them to the normally accepted standard. If there is any cost involved, it must be paid by the organising body/hirer of the function held.
PART 1 - INTRODUCTION

This Licence comprises the following 5 parts -
Part 1  This lists the parts of the licence and the basic responsibilities of the parties.
Part 2  This is the signature section which both parties must sign and complete.
Part 3  This part contains the relevant details (to be inserted) such as the licensed facilities, licence fee etc.
Part 4  This contains the general conditions of the licence.

The licensee named in Part 2 agrees to hire the licensed facilities and to comply with the terms and conditions of this licence.

By signing Part 2, the parties agree to enter this licence.

PART 2 - SIGNATURE SECTION

Licence number ................................ (optional)

THE LICENSEE

SIGNED BY/ON BEHALF OF THE LICENSEE

This .............. day of .... 200.

Licensee's name ..............................................

..............................................................

THE SCHOOL COUNCIL

SIGNED ON BEHALF OF THE SCHOOL COUNCIL

This .............. day of .................................... 200..

School Council’s name ......................................

..............................................................
PART 3 - DETAILS OF LICENCE

SCHOOL COUNCIL'S DETAILS

The school council's name is in Part 2.

Address of school council: .............................................................................................................................................

Telephone .............................................. Email address ........................................................................................................

Facsimile .............................................. ABN ........................................................................................................

The school council's representative
for the purpose of the licence is ........................................................................................................................................

(Note - the school council representative is also entitled to issue directions referred to in the licence to the licensee, and is the person to whom the licensee will issue any notices)

LICENSEE'S DETAILS

The licensee's name is in part 2.

Address of licensee: ..........................................................................................................................................................

Telephone .............................................. Email address ........................................................................................................

Facsimile .............................................. ABN ........................................................................................................

The licensee's representative
for the purpose of the licence is ........................................................................................................................................

Note - the licensee's representative is also entitled to issue directions referred to in the licence to the school council, and is the person to whom the school council will issue any notices

<table>
<thead>
<tr>
<th>The premises or facilities hired</th>
<th>Licence fee...............................................</th>
</tr>
</thead>
<tbody>
<tr>
<td>The purpose of the hire ..........</td>
<td>Additional costs for which the licensee is liable (eg electricity) ..............................................</td>
</tr>
<tr>
<td>The date/s of the hire ..........</td>
<td>How &amp; when will the fee &amp; costs be paid ? ..................................................</td>
</tr>
<tr>
<td>Times of use of hired premises</td>
<td>Bond deposit .............................................</td>
</tr>
<tr>
<td>Any facilities hired and removed from the school are to be returned by</td>
<td>Special conditions</td>
</tr>
<tr>
<td></td>
<td>Has insurance been effected ? - (see clause 13 which requires public liability insurance of $10,000,000 (include policy details)</td>
</tr>
<tr>
<td></td>
<td>...............................................................................................................</td>
</tr>
</tbody>
</table>
1. **DEFINITIONS**
In this licence:

`Licence` means Parts 1 to 5 of this document together with any annexures;

`Licensed facilities` means the premises or facilities hired and described as such in Part 3;

`Licensed premises` means the premises hired and described as such in Part 3;

`Licence Fee` means the amount described as such in Part 3;

`Licensee` means the party described as such in Part 3 and includes the licensee's employees and, where more than one licensee is described in Part 3, means all of the licensees jointly and severally;

`Special conditions` means the conditions, if any, described as such in Part 5;

2. **TERM - COMMENCEMENT AND DURATION**
The licensee is authorised to use the licensed facilities on the dates and times, and for the purpose stated in part 3.

3. **GENERAL OBLIGATIONS OF THE LICENSEE**
The licensee shall:

   (a) use the licensed facilities in accordance with this licence and comply with this licence;
   (b) pay to the school council the licence fee at the times and in the manner stated in Part 3;
   (c) follow all instructions of the school council's representative in respect of the performance by the licensee of its obligations under this licence;
   (d) cooperate fully with the school council and act in good faith towards the school council;
   (e) not do anything that is, or may be, dangerous, annoying or offensive, or that may interfere with tenants or other licensees or people using the school including students;
   (f) not use or occupy any other part of school except the licensed facilities unless otherwise permitted by this licence;
   (g) comply with the Law;
   (h) maintain insurance in accordance with this licence;
   (i) only use the licensed facilities for the use specified in Part 3;
   (j) promptly report to the school council any damage to or accident in the licensed facilities;
   (k) keep the licensed facilities clean and tidy and in good condition and repair;
   (l) if requested by the school council -
      (i) ensure that the licensee and the licensee's employees or invitees engaged in using the licensed premises undertake a police records check; and
      (ii) bar a licensee's employee or licensee's invitee from using the licensed premises. Where the school council requires a licensee's employee or licensee's invitee to be barred, such action shall be deemed not to be a breach of this licence and the licensee will not be entitled to any compensation or damages arising from the same,
   (m) ensure that all external doors and windows are secured and locked and all lights extinguished at the conclusion of the use of the licensed premises.

4. **GENERAL OBLIGATIONS OF THE SCHOOL COUNCIL**
   (a) The school council shall provide to the licensee the licensed facilities in accordance with this Licence.

5. **THE SCHOOL COUNCIL SERVICES**
   5.1 If the school council supplies any services to the Licensed facilities (for example: air-conditioning, elevators), the school council must do all the school council reasonably can to ensure that they are working efficiently during the school council's normal hours of operation. However, if any of the services do not work efficiently, the school council is not liable to compensate the Licensee and the Licensee cannot end the Licence if the school council does not ensure that the said services are working efficiently.

   5.2 The school council may enter the Licensed premises at any reasonable time during the period the Licensee is entitled to use them to;
   (a) inspect or carry out maintenance, repairs or perform building works;
   (b) show the premises to prospective licensees.

6. **THE SCHOOL COUNCIL MAY DO THINGS ON THE LICENSEE'S BEHALF**
The school council may carry out any of the Licensee’s obligations on the Licensee’s behalf if the Licensee does not carry out its obligations on time, (for example: if the Licensee does not do repairs in accordance with this Licence). The Licensee must promptly reimburse the school council the costs of doing this.

7. **LICENSED FACILITIES NOT AVAILABLE BY DUE DATE**
If the licensed facilities are not available by the due date or on any of the hired dates because of damage, destruction or works needing to be done -
   (a) the school council may offer the licensee alternative facilities, however nothing herein obliges the school council to offer the alternative facilities and nothing obliges the licensee to accept the alternative facilities, and
(b) the licensee shall be entitled to a refund of the hiring fee but no other compensation or damages.

8. **USE OF OTHER AREAS**

8.1 The Licensee shall be entitled to enter and leave the school for the purpose of and solely to allow access to the Licensed facilities.

8.2 The school council may, in its absolute discretion, permit the Licensee to utilise other areas of the school (ie car parks) for the purposes of the Licensee's use of the Licensed facilities.

9. **ALTERING THE LICENSED FACILITIES**

Without the prior written consent of the school council, the licensee shall not re-design the interior of, build a partition in, or do any other building work in the licensed premises. Notwithstanding any such consent or works, the rights of the licensee will rest in contract only and the works will not create in or confer or grant upon the licensee or any other person (either jointly or severally) any tenancy or any estate or interest for a term of years or otherwise whatsoever in the Licensed premises.

10. **SECURITY DEPOSIT**

10.1 If Part 3 provides for a security deposit, the Licensee must give the school council a bank cheque for the amount in Part 3 prior to the use of the facilities.

10.2 The school council must hold the security deposit as security for the Licensee complying with this Licence. The school council may deduct any part of the secured sum to recover any loss by the school council due to the Licensee’s breach of this Licence.

10.3 When the Licence ends and the Licensee has:

(a) vacated the licensed facilities, or
(b) returned the licensed facilities; and
(c) complied with all of the Licensee’s obligations under the Licence,

the school council must return the security deposit to the Licensee unless it is needed to recover the school council's loss in which case the security deposit may be retained to the extent of the school council’s loss.

11. **ASSIGNMENT AND SUB LICENSING**

The Licensee shall not assign this Licence in whole or in part or sub licence any part of the Licensed facilities or any part of the Licence without the prior written consent of the school council and the school council shall be under no obligation to grant any such consent.

12. **RELEASE AND INDEMNITY**

12.1 The licensee uses the licensed facilities at the licensee’s own risk.

12.2 The licensee releases the school council or any of its members, employees, servants or agents from any action or demand due to any damage, loss, injury or death occurring in the licensed facilities or in the school except to the extent that the damage, loss, injury or death was due to an act of negligence by the school council or any of its members, employees, servants or agents.

12.3 The licensee hereby indemnifies and will keep indemnified the school council and its members, employees, servants and agents and the State of Victoria and its employees, servants and agents against all claims and proceedings issued against any one of more of them by a third party, including claims and proceedings in respect of:

(a) personal injury, death or property damage,
(b) negligence, defamation, nuisance, trespass, or any civil wrong,
(c) the wrongful detention of, interference with or conversion of goods,
(d) a breach of any right conferred or obligation imposed by legislation including legislation relating to intellectual property, anti discrimination and occupational heath and safety, and
(e) any other matter that gives rise to a claim or proceeding at the suit of a party, arising out of the use of the licensed facilities by the licensee or the licensee's invitees, officers, employees, servants or agents.

12.4 The liability of the licensee under this clause is reduced to the extent that the facts on which the claim or proceeding is based were due to negligence of the school council or any of its members, employees, servants or agents.

12.5 It is not necessary for the school council or the State of Victoria to incur expense or make payment before enforcing a right of indemnity conferred by this licence.

13. **INSURANCE**

13.1 The licensee shall effect by the date of hire and in respect of its use of the licensed premises PUBLIC LIABILITY INSURANCE, which provides the licensee with at least $10,000,000 (ten million dollars) cover per event against liability arising from an injury to or death of a person, or damage to or destruction of property
13.2 Upon request by the school council, the licensee shall provide the school council with proof of compliance with the previous subclause including the provision of copies of the terms of relevant policies of insurance and certificate evidencing currency of insurance.

14. TERMINATION

14.1 This Licence may be terminated by the school council on informing the Licensee and without any further notice to the licensee if the licensee or any of his or her invitees or persons on the licensed premises engage in illegal, offensive, violent or threatening behaviour. In exercising this right no prior notice of intention to exercise this right is required.

14.2 In the event the school council terminates this Licence under clause 14.1, the rights and liabilities of the parties shall be as if the school council and the Licensee had agreed to end the Licence at the date of termination and mutually released each other from any claims arising from such earlier termination.

14.3 This licence may be terminated by the school council for any reason whatsoever giving 24 hours notice to the licensee. The termination may be due to causes outside the council's control (for example if the premises are required for a State election) or the needs of the school, or the council not wishing for any reason to continue with the licence. In the event this licence is so terminated by the school council, then the council shall refund any moneys paid by the licensee in respect of the unexpired portion of the licence and the licensee shall not be entitled to any further compensation.

14.4 Except as provided in clause 14.3, the licensee shall not be entitled to any compensation or damages in the event that the school council terminates or purports to terminate this licence other than in accordance with its rights to do so under clause 14.

15. NOTICES

Any notice given or served by one party upon the other party pursuant to this Licence shall be in writing and may be given by facsimile transmission, certified mail or hand to that party at the address described in Part 3.

16. VARIATIONS

No addition to or variation of this Licence shall be of any force or effect unless in writing signed by or on behalf of both parties.

17. ACTING ON BEHALF OF SCHOOL COUNCIL

Any right, duty or power (including the right to issue a notice or give any consent) of the school council under this Licence may be exercised by the principal of the school (or the person for the time holding or acting in that position) or any other person authorised by the school council.

18. ENTIRE LICENCE

This Licence constitutes the entire agreement between the parties and supersedes any communications or representations made in connection with the subject matter herein.

19. COMPLIANCE WITH LAWS

The licensee must, in performing its obligations under this licence and agreement, comply with all relevant statutes, regulations, by laws and requirements of any Commonwealth, State, Territory or local authority, and must comply with all relevant State of Victoria and Department of Education and Early Childhood Development policies and procedures.