



# Hiring, Licensing and Shared Use of Facilities Policy

Ratified: 17<sup>th</sup> October 2017

## Rationale:

Le Page Primary School has a responsibility to be an integral part of the community which it services. As such, the School Council may hire and license school facilities to community organisations and groups for recreational, sporting or cultural activities, at times when they are not required for ordinary school purposes. Such mutually beneficial relationships foster and enhance community connectedness, and raise valuable revenue for the school. The sharing of facilities between the school and the community entails legal agreements and a policy to ensure that all parties understand their responsibilities and obligations.

## Definitions:

This table provides definitions of the standard agreement types schools may use.

| Agreement Type      | Description   |
|---------------------|---|
| Hire                | Is used when the community uses a facility on a one-off basis, such as a youth group hiring a school hall for its annual presentation night.  |
| Licence             | Is used when the community uses a school facility on a regular basis such as a: <ul style="list-style-type: none"><li>local drama group hiring out the school performing arts centre every Wednesday evening; or</li><li>local football club hiring the school oval for the season.</li></ul>   |
| Community Joint Use | Is a more detailed agreement which applies when a school and/or a third party contribute to the construction of a new building or upgrade of an existing facility, such as: <ul style="list-style-type: none"><li>the construction of a new sports stadium at a school, funded by both the school and local council, to be used by the school and local community sporting groups.</li></ul> Schools wanting to enter into this agreement must complete a community joint use proposal. |

## Related Legislation:

- Education and Training Reform Act 2006

## Guiding principles:

*The school acknowledges that:*

- The Minister's approval is required for all license agreements which are established for purposes other than recreational, sporting or cultural
- The School Council will use the department's agreement templates for all hiring, licensing, and community joint use agreements with third parties (these can be found at <https://edugate.eduweb.vic.gov.au/Services/legal/Pages>)
- A license agreement does not grant exclusive use to the licensee
- Revenue from licenses will be directed to the school

- The School Council is not authorised to independently enter into lease agreements to augment school sites or facilities
- A lease provides exclusive use for the holder of the lease
- Ministerial approval is required for a grant of leasehold to construct a childcare facility on a school site
- The Australian Electoral Commission and the Victorian Electoral Commission are empowered to use schools as polling places during an election. If there is a conflict of demand with respect to the use of school premises on election day, the facilities must be made available for use as a polling place. The Department's Polling Place License will be used for arrangements with the Australian Electoral Commission. For State elections, there is no Polling Place License for schools to complete
- At all times the needs of the students in the school will take precedence over use by outside agencies
- All use of the school's equipment and resources must be lawful, and must not interfere, disturb or otherwise interrupt student use
- All school and Departmental policies and guidelines, including OHS policies and protocols, are to be adhered to at all times
- No alteration or damage shall be done to the premises, equipment or resources. In the event that damage or alteration occurs, the licensed or hiring party will be held financially accountable

### **Implementation:**

- The School Council has the authority to allow the use of school facilities by outside bodies when the facilities are not required for school purposes
- The School Council has responsibility to establish the terms and conditions of use and reserves the right to determine the fees to be charged
- All groups expressing interest in the use of school facilities will be required to meet with the appropriate school personnel to discuss the facilities available and the terms and conditions of use
- The Principal or designated School Council Representative will be the day-to-day contact for groups hiring school facilities
- The Principal or designated School Council Representative will allow the hiring of facilities to external groups under the following conditions:
  - that the individuals or organisation hiring the facilities have taken out public liability insurance and can provide documentation to that effect. Under appropriate circumstance, to assist hirers, the Principal or designated School Council Representative may extend its Underwriting Agency Pty Ltd. to cover Public Liability for hirers.
  - that the Department's School Council Hire Agreement is signed by both the Principal or designated School Council Representative and the hirer and that all stipulations therein are agreed to before use commences. The School Council Hire Agreement is a legally binding document explicitly stating the terms of use, the hire fee, the security deposit, cancellation procedures, the period of the agreement, hirer's obligations, damage to property and arrangements to repair any damage and general conditions of agreement
  - Agreements concerning access and security arrangements including procedures for keys, locking up, cleaning and car parking arrangements must be made with the Principal or designated School Council Representative prior to the use of the facility
  - The Principal or designated School Council Representative has the right to revoke the agreement at any time, as well as the fee schedule

- Technical problems, damage, abuse, security breaches, viruses or lost/damaged equipment must be reported immediately. The school will not be liable for loss of income due to equipment or resources failure including data lost
- The Principal or designated School Council Representative will respond to any concerns notified by the hirer regarding unsafe or dangerous equipment, buildings or facilities
- The Principal or designated School Council Representative reserves the right to refuse to hire facilities to groups and reserves the right to terminate the hiring agreement if, in the opinion of the Principal, the facilities are being used in any manner which contravenes this policy
- The Principal or designated School Council Representative will not charge a fee for the use of facilities by groups associated with the school (e.g. PSSC).

**Evaluation:**

This policy will be reviewed every three years.