



## HIRE OF FACILITIES

# [Community Use, Hiring, Licencing & Community Use Joint Agreements]

### **Policy & Guidance**

Under the [Education and Training Reform Act 2006 \(Vic\)](#) (the Act), School Councils have the power to enter into agreements with third parties for the use of school facilities when they are not required for ordinary school purposes. The proposed use must be for the purpose of educational, recreational, sporting or cultural activities for students, the local community or young persons. Any other purpose requires the Minister's approval.

The Department encourages schools to join with local government and community organisations to explore sharing facilities, co-location opportunities, and developing and using school infrastructure to benefit the wider community's learning and recreational needs.

The Department recommends that schools consult with key parties and consults with the VSBA and/or the Legal Division of the Department before signing any agreement with a third party for use of school facilities, particularly for ongoing arrangements that may impact the school community or neighbourhood.

### **Purpose**

- To ensure Altona North Primary School complies with the DET's policies and legal agreements for hiring, licensing and shared use of school facilities.
- To ensure that at all times the needs of the students take precedence over use by outside agencies.
- To ensure that any use of equipment does not interfere, disturb or otherwise interrupt student use.

### **Definitions**

***Hire Agreements*** are 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 – the School Council can enter into these for occasional or one-off hire of school facilities.

***Licence Agreements*** are used when the community uses a school facility on a regular basis such as a local drama group hiring out the school performing arts centre every Wednesday evening or local football club hiring the school oval for the season – the School Council can enter into these for regular use of school facilities.

***Community Joint Use Agreements (CJUAs)*** are more detailed agreements 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 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. Typically, CJUAs are entered into when a facility is to be constructed/extended and the use is on an ongoing long-term basis. The Department must authorise the construction of such facilities on school land and the Minister for Education (or delegate) is required to sign CJUAs.

Please note that under the Act, School Councils do not have the power to enter into lease agreements involving land or buildings.

### **Implementation**

- The School Council will use DET's templates for hire, licensing and community joint use of school facilities. These are downloadable at the web reference below.
- The School Council has the responsibility to establish the terms and conditions of the use of school facilities and reserves the right to determine the fees (if any) to be charged.
- Fees paid by third parties to the School Council for the use of school facilities should:

- allow the school to recover additional maintenance and operational costs (e.g. for electricity, water, cleaning, insurance, maintenance), and lifecycle costs proportional to each party's use of the facility; and
- not be set higher than required for cost recovery.
- All DET policies and guidelines, including OHS policies and protocols, are to be adhered to at all times.
- No alteration or damage may be done to the premises, equipment or resources.
- All groups expressing interest in the use of the school facilities will be required to meet with the appropriate school personnel to discuss the facilities available and the terms and conditions of use. Generally, this will be the Principal.
- The School Council 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.
  - That the appropriate written hiring agreement is signed by both the School Council President and the hirer, before use commences. The written hiring agreement will cover such items as:
    - the period of the agreement, specific times of use and areas to be used;
    - contact names and telephone numbers of all parties;
    - access and security arrangements, including arrangements with keys and locking up;
    - damage to property and arrangements to repair any damage;
    - cleaning and car parking arrangements; and
    - notification arrangements if the school requires the facility during the normal hire period.
- Prior to outside groups or bodies using the facilities, the Principal/Assistant Principal will coordinate the provision of an 'Existing Conditions' summary which itemises pre-existing damage and arrange for the review of the premises after the hire period to determine if any damage has occurred during the hire period.
- Council reserves the right to revoke an agreement or change the fee schedule at any time.
- 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 School Council:
  - Will respond to any concerns notified by the hirer regarding unsafe or dangerous equipment, buildings or facilities.
  - Reserves the right to refuse to hire facilities to groups and reserves the right to terminate the hiring agreement if the facilities are being used in any manner which contravenes this policy.
  - Will not charge a fee for the use of facilities by groups associated with the school (e.g. Fundraising Committee).
- 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.
- Please refer also to the school's *Smoking Ban Policy*.

### **Evaluation**

This policy will be reviewed as part of the school's three-year review cycle or if guidelines change (latest DET update mid-November 2020).

School Council Approval No Longer Required

but the Principal must place a link on the school website

Induction processes for School Council or administration are required

Reference:

<https://www2.education.vic.gov.au/school/pal/community-use-schools-hiring-licensing-and-community-joint-use-agreements>