

# HIRE OF FACILITIES POLICY STRATHAIRD PRIMARY SCHOOL March 2017

## Rationale:

- Schools have a large variety of facilities that community groups can benefit from. Fair and reasonable hiring arrangements can prove mutually beneficial.

## Aims:

- To allow the community maximum access to school facilities whilst ensuring the protection of the facilities themselves.

## Implementation:

- School council has the authority to allow the use of school facilities by outside bodies when the facilities are not required for school purposes and also have the responsibility to establish the terms and conditions of use.
- The sharing of facilities between schools and the communities needs to be formalised in a legal agreement to ensure that all parties know their responsibilities and obligations. The Department of Education & Training has developed standard agreements to support the sharing of school facilities.

There are three standard types of agreements:

- **Hire agreements:** these are one-off agreements that apply when the community uses a facility on a one-off basis. Examples are a local youth group hiring out a school hall for their annual presentation night, or a theatre group hiring a hall to stage a play over four nights.
  - **Licence agreements:** these are regular use agreements that apply when the community uses a school facility on a regular basis. Examples are a local drama group hiring out the school performing arts centre every Wednesday evening, or a local football club hiring the school oval for the season.
  - **Development and joint use agreements:** these are more detailed agreements that apply when a school and/or community contribute to the construction of a new facility or the modernisation of an existing facility. An example is the construction of a new sports stadium at a school, funded by both the local council and school and for use by both the school and local community sports groups.
- School Council has decided to hire the gymnasium to external groups under the following conditions: -
    - That the individuals or organisation hiring the facilities have taken out public liability insurance to the sum of \$10 000 000 + and can provide documentation to that effect.
    - That a written hiring agreement be signed by Council and the hirer before use.
    - That the written agreement cover such items as:-
      - a. The period of the agreement, specific times of use, and areas to be used.
      - b. The condition that the hire agreement will be in place for a minimum period of 1 school term.
      - c. Contact names and telephone numbers of both parties and proof of photo I.D.
      - d. Access and security arrangements including arrangements with keys and locking up
      - e. Hirer to be responsible for costs associated with any breach of security causing false alarms to emergency and security services
      - f. The hirer will provide and use a mobile phone at the hirer's expense and obtain Police, Fire Brigade and/or Ambulance assistance on 000 in the case of an emergency or disturbance
      - g. Negligence penalty for failure to secure school property as required

- h. Damage to property and arrangements to repair any damage.
- i. Cleaning arrangements.
- j. Car parking.
- k. Notification arrangements to the hirer if the school requires the facility during the normal hire period.
- l. School Council's right to revoke the agreement at any time.
- m. A hiring fee.
- n. A cancellation fee.
- o. Hiring charges to be reviewed annually in line with school's financial year.
- p. Bond requirements
- q. Schools being a non-smoking area
- r. Restriction of food and beverages to specific area
- s. Areas to be accessed by hirer including Music Room and Canteen
- t. Conditions relating to decorations, displays etc that damage property
- u. Wearing of non-marking footwear
- v. Need to abide by local council regulations relating to noise levels etc
- w. Confidentiality requirements regarding disclosure of hire fees.
- x. Minimum hiring time to be not less than 1 hours per session.
- y. **Working with children check:**

A clause of the hire agreement requires that if required by the school council, the hirer comply with certain working with children and police check requirements. The school council should carefully consider the nature of the use, the time of use and its duty of care issues when considering what type of requirements, the hirer should be required to comply with.

All hirers and/or their employees/volunteers/agents that engage in 'child related work' as defined in the Working with Children Act 2005 (Vic) are legally required to have a valid Working with Children Check (WWCC) (or have their application in progress). It is the responsibility of the school council to confirm that all persons who legally require a WWCC have one,

For information to assist you in determining whether the relevant persons require a WWCC, please see the WWCC website:

<http://www.justice.vic.gov.au/workingwithchildren/home/about+the+check/who+needs+a+check/>  
 . If you are in doubt, please contact the Legal Division.

Once the school council has determined what persons, if any, require a WWCC, the school council must obtain satisfactory evidence of a valid WWCC. This would involve:

- i. • obtaining copies of the relevant person's WWCC card or assessment notice (the card would be preferable where possible as it contains the card-holder's photo) and keeping such copies on file with the hire agreement; and
- ii. • using the online checking system to confirm the status of the person's WWCC. This is done by entering the person's card number and surname on the WWCC website at <https://online.justice.vic.gov.au/wwccu/checkstatus.doj>, confirming the status, and file noting the date the status check was undertaken (a short note on the copy of the card/notice is sufficient).

If a person has submitted an application for a WWCC and their application is currently being progressed, the person is legally permitted to commence child related work (so long as they have not previously been denied a WWCC). In these circumstances, the school council would require a copy of the person's application receipt, keep it on file, confirm the status online (as above) as 'in progress', and make a file note of the date the status check was undertaken.

If the school council requires that the hirer obtain police checks or comply with other requirements (such as relevant Department policies), these will need to be communicated to the hirer in writing. A copy of this letter should be kept with the original hire agreement.

- School Council will respond to any concerns made by the hirer of unsafe or dangerous equipment, buildings or facilities.
- School Council reserves the right not to hire facilities to groups it does not wish associated with the school.
- School Council will not charge a fee for the use of facilities by groups associated with the school (eg: Parents and Friends Association).
- The principal will be the day-to-day contact for groups hiring school facilities.
- Any group provided with permission to use the grounds or hard courts and not charged a fee:
  - will not have access to the toilets
  - will be responsible for replacement of gate key should it be lost
  - be required to pay a deposit being the cost of the netball/basketball tower turning tool that they retain and return to receive their deposit if required.
- Outside courts will not be available for use on weekends.

**Evaluation:**

- This policy will be reviewed as part of the school's four-year review cycle.

This policy was last ratified by School Council on 16/5/2017

**Martin Shepherd**  
Principal

**Chris Johnstone**  
School Council President