



Community Use of School Facilities

Introduction:

St Justin's Primary School maintains a range of facilities and buildings, which it may make available to outside bodies when they are not required for school purposes. The hiring or leasing of these facilities strengthens partnerships between the school and the local community. Community partners may include parish groups, parent association activities, sport and recreation providers, as well as other educational and training providers. School facilities may only be used for activities that are compatible with the school's vision & values.

Facilities available include, but may not be limited to the:

- *Performing Arts Centre,*
- *Ovals - front and/or back,*
- *Netball / Basketball Courts*
- *Outdoor Kitchen*
- *General Purpose Learning Spaces*

School facilities may be hired as a one-off (Hire Agreement) or on a more regular (License Agreement) basis. 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.

All Hire or License arrangements will be in accordance with this Policy.

Purpose:

The aim of this policy is to:

- *Provide clear guidelines for community groups that intend to hire or lease the school's facilities;*
- *Ensure hire or lease arrangements are in the best interests of the school and community groups;*
- *Ensure that all requests to use or hire school facilities are formalised and assessed in accordance with this policy and are consistent with, and not detrimental to the school's vision & values;*
- *Ensure that the school facilities are protected and maintained when being hired or leased;*
- *Ensure all hirers are aware of and accept their responsibilities;*
- *Provide feedback to hirers and address any issues or concerns relating to the hire of school facilities;*
- *Promote the use of school facilities to assist community groups conduct activities and to strengthen relationships between these groups and the school.*

Definitions:

School Facilities: *School buildings or grounds to be made available for hire or lease by community groups;*



Hire Agreement: *A document agreed to and signed by the School Principal or his/her nominee and a representative of the user group for the hire of a school facility on a 'one-off' basis.*

Licence Agreement: *A document agreed to and signed by the School Principal or his/her nominee and a representative of the user group for the hire of a school facility in an ongoing basis.*

Implementation:

School Responsibility:

The School Principal, in consultation the Parish Priest and Parish Education Board has the responsibility of assessing and approving the use of all school facilities.

The school will conduct a Risk Assessment prior to approving any hire or lease agreement to ensure that the intended use does not pose a risk to potential users, school facilities or the school's reputation. This may include screening processes, (Working With Children Checks / Police Checks), reference checks and assessment of the activities to be undertaken.

The School Principal, Parish Priest and Parish Education Board will not be liable for any loss, damage or legal liability incurred by any hirer's activities. Hirers will be required to maintain Public Liability Insurance (\$10 Million) for all Lease Agreements.

The School Principal or his/her nominee will regularly monitor the use of school facilities by all Lease Agreements to ensure they are being used in accordance with the agreed terms and conditions.



Applications & Approvals:

The School Principal or his/her nominee will be responsible for the administration of all hire and lease agreements relating to the use of school facilities.

All hire and lease requests must be made using the School's Facilities Hire / Lease Application Form (Appendix 1).

When assessing requests for hire or lease, the School Principal or his/her nominee will ensure that the intended use of school facilities will:

- *Not interrupt students, staff members or the day to day operation of the school;*
- *Not create excessive noise or pose a nuisance to nearby residents;*
- *Have minimal impact on the School's administration staff;*
- *Not damage or present unreasonable wear and tear to the school facility or equipment.*

Priority will normally be given to hirers who provide programs or use which:

- *Provide benefit for students at the school.*
- *Improves ties between the school and the broader community.*
- *Does not create competition between stakeholders in the community.*

Regular bookings will also take priority over 'once-off' bookings.

The Principal reserves the right not to hire facilities to groups without explanation.

Once approved, the hirer or licensee must enter into a formal agreement with the school to hire the facility by completing and signing the school's Facilities Hire / Lease Agreement (Appendix 2). The hirer must agree and adhere to all terms and conditions listed in this policy.

Hire Charges:

A schedule of fees for the hire or lease of school facilities will be set on a case-by-case basis by the School Principal, in consultation with the Parish Priest, to cover utilities and maintenance costs. This may be comparable to those of other local providers hiring out similar facilities. Hire fees may vary for differing community groups. Variation of fees will be at the discretion of the school Principal or their nominee.

- *License hirers will be invoiced monthly with all invoices settled within 14 days.*
- *One-off hiring fees must be paid in advance.*

The School reserves the right to request a refundable bond on acceptance of approval for hire by any user.



Terms & Conditions for all Hire / Lease Agreements:

1. *All community groups entering into a Lease Agreement must maintain and provide copies of Public Liability / Professional Indemnity Insurance to the School Principal or their nominee prior to being authorised to use a school facility.*
2. *All hired facilities, including toilets, must be left clean. The cost of any necessary cleaning will be charged to the hirer.*
3. *When it is necessary to remove any furniture or equipment the hirer shall obtain permission from the School Principal or their nominee to do so. Where approved, this will be done at the hirer's expense, time and risk. All furniture and equipment must be replaced upon the completion of the activity.*
4. *The hirer will be responsible for any damage to hire facilities. The hirer must notify the School immediately of any damage or breakages and will be charged for any repairs or replacements, other than those caused by reasonable wear and tear.*
5. *Adequate adult supervision must be provided at all times when using the facilities.*
6. *Equipment other than school furniture must not be used by the hirer without pre-approval by School Principal or their nominee.*
7. *Where the School requires the use of facilities that will impact on a Lease Agreement, the School, where possible will provide the hirer with at least 2 weeks' notice.*
8. *A Facilities Hire / Lease Agreement Form must be completed by both the School and the hirer prior to the use of School facilities being authorised.*
9. *All bookings are subject to availability.*
10. *All Hire and Lease Agreements may be terminated by either party by giving 2 weeks' notice in writing.*
11. *The hirer shall not sublet any booking or part thereof to any other individual or group.*
12. *Smoking nor gambling is permitted on the school premises including the school grounds.*
13. *The consumption of alcohol is not permitted on the school premises or at a school event without the prior knowledge and consent of the School Principal or their nominee.*
14. *The School Principal is responsible for ensuring a safe school environment and will promptly respond to any occupational health and safety concerns made by the hirer in regard to unsafe or dangerous buildings or facilities.*
15. *In the event of an incident the hirer is responsible for immediate first aid. It is also the hirer's responsibility to provide the School Principal or their nominee with an incident report within 2 days of the incident occurring.*
16. *In the event of a 'Notifiable Incident' (Worksafe), the hirer must ensure that the injured person seeks immediate medical attention and must inform the School Principal or their nominee accordingly. The hirer must also ensure that they quarantine or preserve the incident site as it was, at the time of the incident, until further notice.*
17. *Security arrangements, e.g. locking up of buildings, must be agreed between the School Principal or their nominee and the hirer, prior to the hire occurring.*
18. *School Principal or his/her nominee has the right to access all school facilities at any time for inspection.*



Termination of Hire / Lease Agreements:

In the event of any or all of the above conditions being breached, the School Principal or their nominee has the right to vary or terminate the hire or license agreement.

References:

[Victorian Department of Education, Hiring, Licensing and Shared Use of School Facilities 2019](#)



Facilities Hire / Lease Application Form

<i>Applicant's Name:</i>	
<i>Applicant's Organisation:</i>	
<i>Applicant's Phone Contact:</i>	
<i>Applicant's Email Contact:</i>	
<i>Public Liability / Professional Indemnity</i>	Yes No Not Applicable

<i>School Facility/ies Requested:</i>	
<i>Purpose of Use:</i>	
<i>Day(s) & Hours of Use:</i>	
<i>Proposed Duration of Use (Week/s / Term / Year)</i>	
<i>Estimated Number of Participants:</i>	

<i>Applicant Signature:</i>	
<i>Date:</i>	



Facilities Hire / Lease Agreement

St Justin's Primary School hereby authorise:

Name of Hirer / Organisation (Hirer)

to use school facilities as described in the Facilities Hire / Lease Application Form (attached) in accordance with the terms & conditions listed below.



Terms & Conditions

1. *All community groups entering into a Lease Agreement must maintain and provide copies of Public Liability / Professional Indemnity Insurance to the School Principal or their nominee prior to being authorised to use a school facility.*
2. *All hired facilities, including toilets, must be left clean. The cost of any necessary cleaning will be charged to the hirer.*
3. *When it is necessary to remove any furniture or equipment the hirer shall obtain permission from the School Principal or their nominee to do so. Where approved, this will be done at the hirer's expense, time and risk. All furniture and equipment must be replaced upon the completion of the activity.*
4. *The hirer will be responsible for any damage to hire facilities. The hirer must notify the School immediately of any damage or breakages and will be charged for any repairs or replacements, other than those caused by reasonable wear and tear.*
5. *Adequate adult supervision must be provided at all times when using the facilities.*
6. *Equipment other than school furniture must not be used by the hirer without pre-approval by School Principal or their nominee.*
7. *Where the School requires the use of facilities that will impact on a Lease Agreement, the School, where possible will provide the hirer with at least 2 weeks' notice.*
8. *A Facilities Hire / Lease Agreement Form must be completed by both the School and the hirer prior to the use of School facilities being authorised.*
9. *All bookings are subject to availability.*
10. *All Hire and Lease Agreements may be terminated by either party by giving 2 weeks' notice in writing.*
11. *The hirer shall not sublet any booking or part thereof to any other individual or group.*
12. *Smoking nor gambling is permitted on the school premises including the school grounds.*
13. *The consumption of alcohol is not permitted on the school premises or at a school event without the prior knowledge and consent of the School Principal or their nominee.*
14. *The School Principal is responsible for ensuring a safe school environment and will promptly respond to any occupational health and safety concerns made by the hirer in regard to unsafe or dangerous buildings or facilities.*
15. *In the event of an incident the hirer is responsible for immediate first aid. It is also the hirer's responsibility to provide the School Principal or their nominee with an incident report within 2 days of the incident occurring.*
16. *In the event of a 'Notifiable Incident' (Worksafe), the hirer must ensure that the injured person seeks immediate medical attention and must inform the School Principal or their nominee accordingly. The hirer must also ensure that they quarantine or preserve the incident site as it was, at the time of the incident, until further notice.*
17. *Security arrangements, e.g. locking up of buildings, must be agreed between the School Principal or their nominee and the hirer, prior to the hire occurring.*
18. *School Principal or their nominee has the right to access all school facilities at any time for inspection.*

***Scheduled Fee:***

The following fees will be paid to the school in accordance with this agreement.

Scheduled Fee:

Acknowledgement:

I, the undersigned, acknowledge that I have read and understood the terms & condition outlined in this Facilities Hire / Lease Agreement and will adhere to them at all times.

Name:

On Behalf Of:

Signature:

Date:

Principal or their Nominee:

School Name:

Signature:

Date: