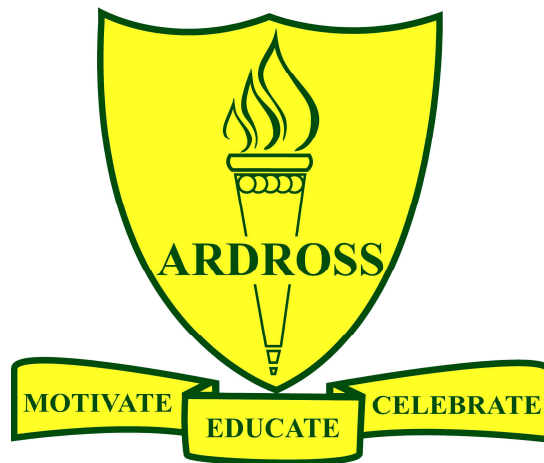


ARDROSS PRIMARY SCHOOL



COMMUNITY USE OF SCHOOL FACILITIES POLICY & PROCEDURES

This policy will comprise *five* sections

- A General outlines
- B Information Forms
- C Licence to Use form for user
- D Agreement form

(A) GENERAL OUTLINES

1. POLICY

It is Government policy that school facilities and resources are made available for use by the community. Applications for use of school facilities and resources must be approved by the principal and formalised through a written agreement signed by the school principal and a representative of the user group.

Licences will be for one year maximum duration.

2. POLICY REVIEW

The Policy is to be reviewed every four years or as deemed necessary by the School Council .

As part of this review the Principal of Ardross Primary School will consult with School Councils to establish the schedule of fees or charges to be applied for the hire or use of school facilities and resources.

3. BACKGROUND

For the purposes of this document, school facilities and resources are defined as:

- school buildings and the facilities contained within them;
- school grounds and recreation areas and associated structures; and
- parking areas.

Community use of school facilities and resources can provide a number of benefits to the school and the community. These include:

- the development of positive perceptions about schools and learning;
- the development of cooperation and goodwill in school, community and local government relationships;
- increased community awareness of school activities;
- the opportunity for schools to improve their curriculum and learning programs through access to a wider range of resources and talents in the community;
- improved levels of security for the school through out-of-hours use;
- the potential for increased financial returns to the school;
- access for the community to a wider range of facilities and resources; and
- more efficient utilisation of the community's large investment in school facilities and resources.

It is important that the community perceives schools as being community buildings, and it is more likely that this will occur when schools make as many of their facilities and resources available as is feasible.

4. PROCEDURES

4.1 Ardross Primary School must make premises available for the conduct of Commonwealth, State and Local Government elections and for the conduct of emergency welfare exercises.

4.2 Application for use of school facilities and resources by the community must be formalised through the issuing of a Licence for Use by the school. (See Appendix A).

4.3 In instances where the standard Licence for Use does not satisfactorily cover the requirements for a particular use, the Conditions of Use must be amended and referred to Asset Services Branch in Central Office of the Department of Education and Training.

4.4 Copies of Licences for Use will be kept in the school to ensure that arrangements are continuous and available for the purposes of audit and data collection.

4.5 Licences for Use will be reviewed and/or renegotiated at the end of each year.

4.6 To enable users to make appropriate plans for the future, the Principal will advise users, at least one month before the expiry date, whether the Licence for Use can be renegotiated.

4.7 Discretion will be used in use of the termination clause contained in the License for Use. Conditions under which the termination clause may be invoked are:

- breach of conditions;
- unforeseen essential school need for exclusive use of the facilities and resources concerned; and
- situations where the activity engaged in by the user is detrimental to the school and its students.

4.8 Ardross Primary School will not permit any activity :-

- which is inconsistent with the educational aims of the school
- which may bring the school into disrepute
- which MAY cause damage to the buildings or grounds or *personal* effects of staff / students.
- which MIGHT create excessive noise and pose a nuisance to nearby neighbours
- which involves gambling or illegal activities
- which involves alcohol.

4.9 The District Director will manage grievances about access to and use of school facilities and resources.

4.10 The security responsibilities of the users of school resources and facilities will be clearly specified to users.

4.11 Ardross Primary School's responsibility for ensuring a safe environment for all users of school facilities and resources extends to users involved in community use of school facilities and resources, including grounds.

4.12 In order to ensure that the environment is safe, and to reduce the risk of accident, lighting must be used for access points, the playground and any other designated recreational areas. Consideration must be given to emergency lighting if it is considered necessary.

4.13 It will be made clear to users of school facilities and resources that any damage or accidents occurring during use must be immediately reported to the Principal or other authorised person.

4.14 A record must be made by users of any report of damage or accidents occurring during use of school facilities and resources and reported to the Principal.

4.15 Users will be advised that they will be responsible for the costs of repair or replacement of equipment or damage to buildings or fixtures. Repairs must be carried

out within a time frame and to a standard, which is acceptable to the Principal, and in the case of structural repair, the Department of Contract & Management Services.

4.16 Where possible, users are to be Incorporated bodies.

4.17 An individual applicant must sign a licence as a representative of his/her group and be responsible for ensuring compliance with the conditions of hire.

4.18 Incorporated groups and commercial users must show evidence of insurance cover.

4.19 High risk activities (eg. vigorous and challenging physical activities such as abseiling) must not be allowed without proof of insurance being provided.

4.20 The Principal of Ardross Primary School and users of school facilities must be aware of their responsibilities under the Copyright Act. The Copyright Act provides that where any apparatus provided by, or with the consent of the school is used, then the performance of any work is presumed to be made by the occupier (ie Principal). The onus is on users to sign the copyright provision in the Licences for Use and to provide proof of the necessary permissions if called upon. (eg. Independent fitness and aerobic class instructors who conduct classes on school premises are required to hold an appropriate APRA licence).

4.21 Fees generated from the use of school facilities must be deposited in the school bank account.

5. RISK MANAGEMENT

There are four principal factors that will guide the assessment of risk:

- age of the participants;
- nature of the proposed activity;
- quality of supervision;
- facilities/equipment to be used.

In addition, the following factors could be taken into account:

- whether the group is local;
- whether the group is known to the school;
- the ability of the group to provide evidence of satisfactory use of other facilities;
- whether the activity is one that should be permitted without insurance if the group has none;
- whether the activity involves consumption of alcohol;
- the level of skill required to operate the equipment which it is proposed to use; and
- for activities involving children, group awareness of the dangers of child abuse, sexual and otherwise, and the management procedures put into place by the group to cater for these dangers.

6. CATEGORIES OF USERS

The following categories of users are described in setting usage charges:

• Organisations Which Provide a Service of Direct Benefit to the School or Community

(eg. Neighbourhood Watch, Safety House, the P&C Association and disaster management agencies). These organisations may be considered as fee exempt.

• Non-Profit or Charitable Community Service Organisations

(eg. Those which have a community support focus, like child support and various welfare groups, and are likely to rely largely on the financial support of others).

Fees charged for use by these groups could be structured to cover essential costs such as electricity, gas and water. Schools may wish to waive fees for groups such as these or accept a donation of funds or service in lieu of fees.

- **Local Government**

Fees may be negotiated through 'user pays' principles.

- **Non-Profit Organisations**

(eg. sporting and recreational bodies, cultural and hobby groups). This category is generally self-funded. The primary reason for their existence is to cater for the needs of members. Fees charged may be based on a user pays principle.

- **Other Government Agencies, Instrumentalities And Departments or Branches of the Education Department**

As a minimum, charges could cover direct costs and be based on unit area rental costs for office space in the locality. The Commonwealth Electoral Commission may pay a small fee for use but no charge can be levied for use by the State Electoral Commission.

- **Commercial Users**

(eg. fitness classes and the staging of a sporting event). The fees charged to these users could be based on a user pays principle with limited concessions.

It is advisable, if possible, to collect fees in advance.

AREAS FOR HIRE

The only areas available for hire are Undercover Area, School Oval, *Quadrangle* and Vacant Rooms for meetings.

SMOKING ON SCHOOL GROUNDS IS PROHIBITED AT ALL TIMES

SECURITY

Particular care will need to be taken to ensure security of property at all times. Specific written instructions to be issued to users.

AUTHORITY TO APPROVE USE

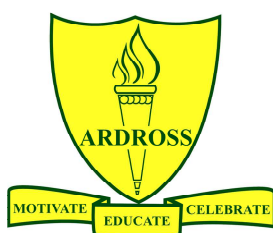
The authority to approve use of the school premises rests with the Ardross School Council. In unusual circumstances the Principal may approve use until the next Council Meeting.

AGREEMENT FOR USE FORM

BEFORE any organisation can use the premises they must lodge an application form, have their request approved by Council and complete an Agreement for Use Form.

Hire charges may be waived at the discretion of the School Council.

Reviewed 2009



**(B) INFORMATION
FORM**
for use of facilities at Ardross Primary
School

WHAT USES ARE PROHIBITED

The school will not allow use of the facilities for any activity :-

- which is inconsistent with the educational aims of the school
- which may bring the school into disrepute
- which MAY cause damage to the buildings or grounds or personnel effects of staff / students.
- which MIGHT create excessive noise and pose a nuisance to nearby neighbours
- which involves gambling or illegal activities
- which involves alcohol.

AREAS FOR HIRE

The only areas available for hire are Undercover Area, School Oval, Basketball courts and vacant classrooms for meetings.

SMOKING ON SCHOOL GROUNDS IS PROHIBITED AT ALL TIMES

AUTHORITY TO APPROVE USE

The authority to approve use of the school premises rests with the Ardross School Council.

LICENCE FOR USE FORM

BEFORE any organisation can use the premises they must lodge an application form, have their request approved by Council and complete a Licence for Use Form.

HIRE CHARGE FEES (PER HOUR)

All rates can be negotiated with the user at the discretion of the Principal.

GROUP	Undercover Area	Oval	Courts	Vacant Classroom
School Based/ Community Service or Charitable	Donation only	Donation only	Donation only	Donation only
Non Profit/ Sporting/Other Agencies/ Local Gov't	\$25	\$45	\$20 (\$10 per court)	\$20
Commercial	\$40	\$90	\$90 (\$45 per court)	\$30
BOND	\$200	\$200	\$200	\$200



**(C) APPLICATION
FORM**
for use of facilities at Ardross Primary
School

Applicant Private or Company Name	
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If Company or Organisation Name of President / Owner	
--	--

Address		Postcode

Contact Phone nos	
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Facility required	
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Frequency required	One off	Weekly
	Daily	Monthly

Time required	FROM	TO
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Days of Week required	Mon	Tue	Wed	Thur
	Fri	Sat	Sun	

Use of facilities	To commence	FROM	TO	Max 12 months

Details of activity planned are required overleaf

Type of activity planned (Please provide detailed description)	
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Do you have Insurance Cover?	Yes No	
If yes, please complete with all details.	Name of Insurance Company	
	Type of Insurance	
	Amount of cover held	
	Policy Number	
	Expiry Date	
	Other details	

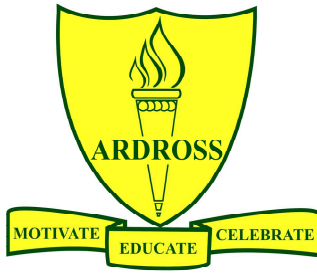
Do you require the use of a power point? If so, for what appliances?		Do you intend to use an urn to supply a hot drink? Yes / No
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Number of people expected to participate	Age range of participants	Cost per participant per session

Signed

Please note that applications will be processed at monthly meetings of School Council.

SMOKING AND THE CONSUMPTION OF ALCOHOL ON SCHOOL GROUNDS IS PROHIBITED AT ANY TIME.



**(D) LICENCE TO USE
FORM**
for use of facilities at Ardross Primary School

This is to confirm that agreement has been reached for the hire of

Please tick appropriate box/boxes

Under Cover Area	Oval	Courtyard	Vacant Classroom

This Licence is made on (day/month/year)

BETWEEN:

(the "Principal") for and on behalf of THE MINISTER FOR EDUCATION

AND

(the "User")

DEFINITIONS

1. In this Licence

"Equipment" means (write full description of equipment to be used -if nil write nil)

"Premises" means (write full description of the premises to be used and define by reference to a plan if this is helpful) _____

"Principal" means the person occupying the position of the principal of the School

"School" means Ardross Primary School

" Act" means the School Education Act 1999

GRANT OF LICENCE

2. The Principal grants to the User a licence under section 218 of the Act for the use of the Premises and Equipment for (write accurate description of activity) _____

_____ and for no other purpose. This licence is not transferable.

DURATION OF USE

3. This Licence commences on (_____) and terminates on (_____).

The User may use the premises and equipment on (_____ .)

FEES

4. The User must pay to the Principal (\$_____) for the use of the Premises and Equipment for the duration of this Licence.

As security for the performance the User's obligations under this Licence including but not limited to the cost of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of lost keys the User must pay a deposit of (\$_____) to the Principal. The deposit will be refunded on the date of termination of this Licence provided the Premises and Equipment have been left in a satisfactory condition. Payments of fees and deposit are to be made to the Principal of the School.

INDEMNITY

5. The User indemnifies the Principal, the Minister for Education and all employees of the Minister for Education against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of:
(a) any personal injury occurring on the Premises or elsewhere on the grounds of the School arising directly or indirectly from the use of the Premises or the Equipment by the User or occurring elsewhere arising from the use of the Equipment by the User; or damage to the Premises, the Equipment or any other property of the Minister for Education or any other person arising directly or indirectly from the use of the Premises or Equipment by the User.

INSURANCE

6. The User has/does not have liability insurance coverage of at least \$2m which names the Minister for Education as an additional named insured (strike out whichever is not applicable). If an insurance policy is held details of the insurance policy are recorded below:

Name of Insurer:
Policy Number:
Date of Expiry:

CONDITIONS OF USE

7. The User acknowledges being bound by the Act and all Regulations made under it and agrees to be bound by the Conditions of Use attached to this Licence.

MANAGEMENT COMMITTEE (SCHOOL COUNCIL)

8. The School Council may appoint a Management Committee or other appropriate management structure to administer daily business associated with the agreed use of the Premises and Equipment and where appropriate advise the Principal and the User on any disputes arising between them and recommend ways of resolving any such dispute. Where a Management Committee has been formed the names of the Committee members and the interests they represent are recorded below.

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

TERMINATION AND SUSPENSION

- 9. (a) The Principal may suspend this Licence during any period:
 - (i) when any part of the Premises is urgently required to provide accommodation for students or the public as a result of an emergency or disaster; or
 - (ii) when any part of the Premises is required for the purposes of a federal, state or local government election or referendum.
- (b) The Principal may terminate this Licence on one week's notice if the User significantly or repeatedly breaches any condition of this Licence, the Act, any regulations made under it or the Conditions of Use attached to this Licence.
- (c) The User may request the termination of this Licence at any time by giving the Principal one week's notice in writing. The Principal will then terminate this Licence and make any appropriate adjustment of the fees and refund of the deposit but this Clause does not prejudice any liability the User may have arising from any prior breach of the User's obligations under this Licence or under the indemnity .
- (d) If either party is aggrieved about matters of access or breach or termination of this Licence the parties will follow the grievance procedures set down in the Policy and Guidelines for Community Use of School Facilities.

SIGNED

.....
(Principal) (Witness)

.....
(person responsible for User) (Witness)

Person responsible for turning off electrical equipment, securing the premises and leaving them in a neat and tidy condition:

Name.....
Address.....
Telephone.....

CONDITIONS OF USE

The User agrees:

- (a) to use the Premises and Equipment only on the dates and at the times specified in the Licence;
- (b) not to interfere in any way with the operation of the School, with records, materials or equipment of the School, with its staff or students and in particular not to use any machinery or equipment other than the Equipment;
- (c) not to remove the Equipment or any part of it or any other property of the Minister from the Premises and to ensure that the Equipment and any other property of the Minister is left as found;
- (d) to permit the Principal to use the bond towards meeting the costs of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of loss or theft.
- (e) not to make or permit any structural alteration, including the attaching of nails, screws or other fastenings to walls or fittings, to the Premises or any other property of the Minister;
- (f) to comply with any request by the Principal and with all laws and departmental policy

concerning the use of the Premises and Equipment including, without limitation, regulations which prohibit smoking on the Premises and laws relating to the sale or consumption of alcohol;

(g) to produce on request evidence of the User's ability and qualifications to supervise activities, on the Premises, and/or Equipment, which may result in risk of injury;

(h) not to permit any alcohol to be brought upon or remain on the Premises or the School grounds without permission from the Principal and to comply with regulations regarding alcohol on school premises;

(i) to ensure that no illegal activity is carried out upon the Premises by persons on the Premises with the User's knowledge;

(j) to leave the Premises and any toilets or other parts of the school buildings and all routes of access and exit used by the User in a clean and tidy condition;

(k) to ensure appropriate supervision of and accept responsibility for the behaviour of persons using the Premises or Equipment with the User's knowledge;

(l) to allow the Principal or any nominee to enter the Premises at any time to inspect the Premises and Equipment and to make any repairs the Principal deems necessary;

(m) to vacate the Premises on or before the authorised time on the day of use and to lock up and secure the Premises after use;

(n) not to have keys duplicated and not to pass any keys to third parties;

(o) to use only the Premises and Equipment specified in the Licence;

(p) to repair or make full restitution to the Principal's satisfaction for any damage to the Premises, the Equipment or other property of the Minister for Education;

(q) to cease use of Premises or Equipment found to be unsafe and to notify the Principal by phone before the beginning of classes on the next school day and then in writing;

(r) to notify the Principal immediately in writing of any injury to any person during use of the Premises or Equipment and to provide such statements from witnesses and the injured person as the Principal may require;

(s) to comply with obligations of the Copyright Act;

(t) the User has read and understands these Conditions of Use.

.....

(Person responsible for User) (Witness)

The premises will be used for the hours from..... to

For the cost of \$ per week/fortnight/month including \$ GST.

The premises will only be used for the purposes laid down in the Application Form and adhering to the regulations of the Education Dept.

Signed

.....
Hirer

.....
Principal Ardress PS

Date

.....