

## COMMUNITY USE OF SCHOOL FACILITIES AND RESOURCES AT LEONORA DHS



### **POLICY**

Date of Commencement: (April 2007)

Date of Termination: Licences will be until (April 2007)

### **PROCEDURES**

- ✓ users of school facilities and resources report any damage or accidents occurring during use must be immediately reported to the Principal. The user is culpable for any negligent act.
- ✓ An appropriate 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.
- ✓ Users will be responsible for the costs of repair or replacement of equipment or damage to buildings or fixtures **arising from any negligent act or omission**. 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.
- ✓ Where possible, users are to be Incorporated bodies.
- ✓ 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.
- ✓ Incorporated groups and commercial users must show evidence of insurance cover.
- ✓ High risk activities (eg. vigorous and challenging physical activities such as abseiling) must not be allowed without proof of insurance being provided.
- ✓ The 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 (i.e. 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. (e.g. Independent fitness and aerobic class instructors who conduct classes on school premises are required to hold an appropriate APRA licence).

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

## USERS 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.

## CHECKLIST FOR SCHOOLS

The Licence for Use sets down terms and conditions for use of school facilities but many schools will have their own particular requirements to be met by user groups. These should be made clear when arrangements for use are being made.

The following checklist has been devised as a ready reference guide for schools in the management of community use of school facilities. It provides reminders and prompts and is intended to act only as a guide.

- Is the proposed use in line with school policy? **Yes No**
- Does the user group meet school policy with regard to issues like supervision, are they known to the school, local group, past history of use, etc? **Yes No**
- Will the group be fee paying? **Yes No**
- Has a hire charge been set/agreed? **Yes No**
- Has a Licence for Use form been completed? **Yes No**
- Has the user group been informed about the rules governing use? **Yes No**
- Does the group have special furniture needs? **Yes No**
- Should the group be providing its own insurance? **Yes No**
- Have keys/security arrangements been negotiated? **Yes No**
- Have cleaning and rubbish removal requirements been negotiated? **Yes No**
- Have issues about bonds, fees payment and review of fees been negotiated? **Yes No**
- Have relevant school personnel been consulted about the proposed use? **Yes No**
- Have relevant school and community personnel been consulted in relation to policy and procedures on school security? **Yes No**
- Has use of toilet facilities been arranged? **Yes No**
- Have the facilities to be used been inspected and their condition agreed? **Yes No**
- Has the user group been advised to seek legal advice regarding police screening of supervisors to assist in the prevention of child sexual abuse? **Yes No**

## CHECKLIST FOR USERS

Users of school facilities agree to abide by the terms and conditions set down for use when they sign the Licence for Use form. However, schools may find it useful to provide a set of rules or guidelines to users as a reminder about the agreed arrangements.

When formulating rules or guidelines the following items could be considered for inclusion:

- keys **Yes No**
  - deposit
  - contact person nominated
  - times specified for return.
- insurance **Yes No**
- lights/heaters **Yes No**
- responsibility for turning on/off **Yes No**
- cleaning/rubbish removal **Yes No**
- particular requirements **Yes No**
- leaving areas as found **Yes No**
  - movement of furniture from other areas
  - care to be taken when moving furniture
- times of access **Yes No**
- rules about alcohol and tobacco **Yes No**
- rules about clothing/footwear for use of particular areas **Yes No**
- special rules for particular areas **Yes No**
  - consumption of food or drinks
  - care of floor surfaces, eg no cereals or liquids on gym floors
- storage **Yes No**
  - availability
  - need for user to provide their own.
- use of telephones **Yes No**
  - availability
  - specified phone for emergency use
- emergency procedures **Yes No**
  - evacuation procedures
  - person to contact in case of emergency
- parking **Yes No**
  - areas available
  - areas in which parking is prohibited
- security **Yes No**
  - alarm routines
  - security lighting activation
  - bond in case of call out
- photocopier/facsimile use **Yes No**
  - availability/conditions for use
- supervision **Yes No**
  - of children accompanying adults
  - responsibility for activities of accompanying adults/children
- materials/equipment out of bounds. **Yes No**

**LICENCE FOR USE**  
*OF PROPERTY VESTED IN THE*  
*DEPT OF EDUCATION & TRAINING*  
*(Section 218 of the School Education Act 1999)*

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

**BETWEEN:**

(Greg Fisher “Principal”) for and on behalf of THE MINISTER FOR EDUCATION

AND

(Community Play Group “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 (write full name of school being used)

“ 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 (date of commencement) and terminates on

(date of termination).

The User may use the premises and equipment on (write times and days and hours on which the Premises and/or the Equipment are to be used.)

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**FEES**

4. The User must pay to the Principal (write amount of fee) 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 (write amount of deposit) 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 **negligent** use of the Premises or the Equipment by the User or occurring elsewhere arising from the **negligent** 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 **negligent** 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**

8. A Management Committee or other appropriate management structure may be formed 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.

**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 are 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;  
Department of Education – Community Use of School Facilities and Resources 11 All Department of Education employees are required to comply with all policy and procedural statements of this document. Failure to do so may result in disciplinary action.
- (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 arising from any negligent act or omission;
- (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) to ensure that where the Premises include a swimming pool, the following precautions are observed:
  - infants and non-swimmers must not be admitted to the pool area unless accompanied by an adult.
  - an adult must be nominated by the User to assume responsibility for good order
  - entry to the pool must be supervised.
  - no alcohol is permitted near or within the pool
  - specific directions of the Principal or nominee regarding safety are to be complied with (eg suitably qualified supervision of pool activities).

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

.....  
(Person responsible for User) (Witness)