



Hire and Licence of School Facilities POLICY

Mount Pleasant Road Primary School

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

B. Aims:

- a. To allow the community maximum access to school facilities including
 - i. school hall
 - ii. classrooms and or
 - iii. grounds at Mount Pleasant Road Primary and will only be considered for school functions inside and outside of school hours as deemed appropriate by the Principal whilst ensuring the protection of the facilities themselves.
- b. Mount Pleasant Road Primary school council will only consider applications for the hire or licence of the above facilities if the purpose is for educational, recreational, sporting or cultural activities for:
 - i. · students;
 - ii. · the local community; or
 - iii. · young persons,
 - iv. and in circumstances where the facilities are not required for ordinary school purposes and as deemed appropriate by the Principal.
- c. To provide a Polling Place for the community:
 - i. 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.
 - ii. The Department's Polling Place Licence should be used for arrangements with the Australian Electoral Commission for Federal Election but is not required for State elections

C. Definitions:

- a. "Facilities" are the buildings and grounds of MPRPS.
- b. "Hire Agreement" is a legal document signed by both parties used when the facility is hired on a one-off basis, e.g. for a seminar – refer to Appendix 2.
- c. "License Agreement" is a legal document signed by both parties used when a facility is hired on a regular basis, e.g. karate club using the hall three times a week.

D. Implementation:

a. School Council

- i. The School Council has the responsibility of determining rules and regulations pertaining to the hire of school facilities.
- ii. The School Council has responsibility for assessing requests and setting fees.
- iii. The School Council will not be liable for any loss, damage or legal liability incurred by any hirer's activities and therefore insists that Public Liability Insurance is a requirement for any hiring agreement.

b. Application and Approval for Hire/License

- i. The Principal and the Business Manager will be responsible for administering the Hire of School Facilities Policy and will be the contact for initial enquiries regarding facility usage and for groups hiring school facilities.
- ii. A risk management assessment will be conducted by the School which will involve consideration of such factors as police checks, safety of equipment and credentials of providers before the application is passed onto School Council for approval or otherwise.
- iii. As guiding principles, the hire of facilities should:

1. cause no interruption to the normal day to day operation of the school.
 2. not create excessive noise or pose a nuisance to nearby residents.
 3. have minimal impact on the School's administration staff.
 4. not present unreasonable wear and tear to the school facility or equipment.
- c. The School Council reserves the right not to hire facilities to groups without explanation. Once approved, the hirer or licensee must enter into a formal contract with the School Council for the hire of the facilities and agrees to adhere to the terms and conditions of this Policy.

E. Terms and Conditions of Hire/License

- a. All community users must satisfy requirements in respect of full public liability/indemnity insurance. Where applicable, Workers Compensation insurance requirements must also be met. The School requires to sight the original insurance policy and a copy of the policy must be kept on school records.
- b. All hired facilities, including toilets, must be left in clean condition. The cost of any necessary cleaning will be charged to the hirer.
- c. When it is necessary to displace any furniture or equipment the hirer shall obtain permission from the School and do so at his/her own expense, time and risk and shall replace such furniture or equipment at the end of the period of hire.
- d. The hirer will be responsible for any damage to hire facilities. The hirer must notify the School within 24 hours of any damage or breakages and will be charged for any resulting replacement and repairs, other than those caused by reasonable wear and tear.
- e. Adequate adult supervision must be provided at all times when using the facilities.
- f. Unless there has been prior approval by School Council or the Principal, the hirer is not to use any school equipment other than classroom furniture.
- g. Should the School require the use of a regularly-booked facility, the School undertakes wherever possible to give a minimum of four (4) weeks' notice to the hirer.
- h. A Facility Hire Agreement must be completed by both parties – the School and the hirer –prior to the hire occurring. This agreement can be terminated by either party by giving two weeks' notice in writing. All bookings are subject to availability.
- i. The hirer shall not sub let any booking or part thereof to any other club or group.
- j. Neither smoking, or alcohol consumption nor gambling is permitted on the school premises (including the outside grounds).
- k. 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.
- l. If an accident occurs, it is the responsibility of the hirer to provide the School office with an accident report within seven (7) days of the event. Report forms are available from the School office.
- m. Security arrangements, e.g. locking up of buildings, must be agreed between the School Principal and the hirer prior to the hire occurring.
- n. The School Principal or a Principal's delegate has access to the school facilities at any time for inspection.

F. Termination of Hire/License Agreement

- a. In the event of any or all of the above conditions being breached, the School Council shall have the right to vary or cancel all or part of the hire or license agreement.

G. Resources:

- a. DET Polling Place Licence/Agreement
- b. GUIDE TO COMPLETING TEMPLATE SCHOOL COUNCIL LICENCE
- c. School Council Licence – Community Language Schools

This policy was last ratified by School Council in.....

July 2019

