

# Checklist – Consideration of proposals



The Principal is the department's authorised delegate in relation to community use of school facilities. The Principal is responsible for ensuring community use arrangements comply with the *Community use of school facilities procedure* before a Hire Agreement is entered into.

Schools are encouraged to liaise with their Regional Infrastructure Manager who can assist with issues related to the community use of school facilities. The Regional Infrastructure Manager can seek legal or specialist advice on behalf of the Principal, as required.

A Hire Agreement must be entered into between the school and community user for any hire of school facilities whether it is on a single or regular basis, other than where the proposed community use is an arrangement where a Hire Agreement is not suitable.

This checklist will assist schools to consider each community use proposal and ensure they have undertaken the correct process and considered the relevant issues prior to entering into a Hire Agreement.

This checklist should be read in conjunction with the *Community use of school facilities guidelines (the Guidelines)*. This checklist is not comprehensive and other relevant issues may need to be addressed for particular situations.

## **Arrangements where a Hire Agreement is not suitable** **(Section 10.2 of the Guidelines)**

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|--------------------------|--|
| <input type="checkbox"/> | 1. Is the proposed community use an arrangement where a Hire Agreement is not suitable?<br>For example: <ul style="list-style-type: none"> <li>• joint development arrangement</li> <li>• lease</li> <li>• commercial contract with a service provider</li> <li>• utility service agreement</li> <li>• trustee permit for the hire of school facilities located on trust land</li> </ul> |
| <input type="checkbox"/> | 2. As you do not have the delegated authority to enter into these types of arrangements, have you sought advice and approval from the Regional Infrastructure Manager and Regional Director before entering into negotiations of these arrangements with a third party?  |

## **Arrangements where a Hire Agreement is suitable** **(Section 10.1 of the Guidelines)**

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| <input type="checkbox"/> | 3. Is the proposed community use an arrangement where a Hire Agreement is suitable?<br>For example: <ul style="list-style-type: none"> <li>• hire of school facilities to a community user on a single basis or for a term not exceeding 12 months</li> <li>• hire of swimming pool</li> <li>• hire of cyclone shelter</li> </ul> |
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## **Preliminary Considerations**

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| <input type="checkbox"/> | 4. Have you discussed the proposed community use with, and obtained support from, the Regional Infrastructure Manager?                |
| <input type="checkbox"/> | 5. Is the school facility to be hired subject to specific conditions in any funding grant or program? (section 3.3 of the Guidelines) |
| <input type="checkbox"/> | 6. Does the proposed activity satisfy the conditions in section 4.2 of the Guidelines?  |

<input type="checkbox"/>	7. Is the community user the school's P&C Association? (section 4.3 of the Guidelines)
<input type="checkbox"/>	8. Will the community user use the school facilities to conduct activities in which children or young people are involved or present? (section 5 of the Guidelines)
<input type="checkbox"/>	9. If so, have you considered the suitability of the community user and their compliance with 'blue card' requirements in accordance with section 5 of the Guidelines?
<input type="checkbox"/>	10. Does the community user wish to hire the swimming pool or renew its hire agreement for the hire of the swimming pool for a term up to three years?
<input type="checkbox"/>	11. If so, have you contacted the Procurement Support Unit, Infrastructure Services Branch to assist with any tender process?
<input type="checkbox"/>	12. Have you undertaken a risk assessment in accordance with section 6 of the Guidelines and the activity and related risk mitigation strategies are appropriate?
<input type="checkbox"/>	13. Will the proposed community use of school facilities interfere with any of the school educational programs which have absolute priority during school hours? (section 7 of the Guidelines)
<input type="checkbox"/>	14. If there are competing applications from community users for use of the school facility, have you given proper consideration to determine priority for use? (section 7 of the Guidelines)
<input type="checkbox"/>	15. Is the proposed use a prohibited use in accordance with section 8 of the Guidelines?
<input type="checkbox"/>	16. Have you considered the impact of the proposed use on the privacy, protection and management of student and staff personal information held at the school and whether measures should be implemented to protect such personal information? (section 11.2 of the Guidelines)
<input type="checkbox"/>	17. Have you considered the suitability and appropriateness of the proposed use and if required, consulted with relevant stakeholders in accordance with the Guidelines? (section 11.2 of the Guidelines)
<input type="checkbox"/>	18. Have you considered the suitability and appropriateness of the proposed community user? (section 11.2 of the Guidelines)
<input type="checkbox"/>	19. Does the person negotiating and signing the Hire Agreement on behalf of the community user have the authority to do so? (section 11.2 of the Guidelines)
<input type="checkbox"/>	20. Have you considered and addressed any probity and ethical issues (section 14 of the Guidelines)
<input type="checkbox"/>	21. Have you made the community user aware that it is the community user's sole responsibility to ensure the use is permitted by the local council to lodge any development application and to ensure compliance with any conditions of the development approval? (section 15 of the Guidelines)
<b><u>Administrative Issues</u></b> <b>(Section 12 of the Guidelines)</b>	
<input type="checkbox"/>	<p>22. Have you considered the following issues (as applicable) with respect to each application?</p> <ul style="list-style-type: none"> <li>• Public liability insurance and workers' compensation insurance requirements</li> <li>• The term of the Agreement to Hire must not exceed 12 months or if the swimming pool is being hired, the term may exceed 12 months but must not exceed three (3) years</li> <li>• Cleaning – costs and responsibility</li> <li>• Safety and security issues in relation to the school facility and of the community user</li> <li>• Damage to school facilities and equipment – reporting and payment</li> <li>• Supply, sale and consumption of alcohol – if applicable</li> <li>• Night lighting</li> <li>• Community use of school equipment</li> <li>• Access to toilets</li> </ul>

<input type="checkbox"/>	23. If you wish to reduce or waive the amount of public liability insurance, have you satisfied the conditions in section 12.1 of the Guidelines?
<input type="checkbox"/>	24. Where the proposed community user is the P&C Association, have you made the P&C Association aware of the school's requirements regarding public liability insurance in accordance with section 12.1 of the Guidelines?
<b>Financial Issues (Section 13 of the Guidelines)</b>	
<input type="checkbox"/>	25. Have you considered the following financial issues with respect to each application? <ul style="list-style-type: none"> <li>• Fees and charges – amount, what is included/excluded, payment and cost recovery</li> <li>• Is payment of a Security Bond required? If so, how much?</li> <li>• How income for the school will be used?</li> <li>• Whether the school has complied with all relevant departmental policies and the School Accounting Manual?</li> </ul>
<b>Completing of the Hire Agreement (Sections 10 and 11 of the Guidelines)</b>	
<input type="checkbox"/>	26. Has the appropriate Hire Agreement template been used?
<input type="checkbox"/>	27. Have you read the relevant <i>Fact sheet - Notes for completion</i> in respect of the Hire Agreement?
<input type="checkbox"/>	28. Have you completed <i>Part 1 – Application form</i> of the Hire Agreement in consultation with the community user?
<input type="checkbox"/>	29. Have you completed <i>Part 3 – Special conditions</i> of the Hire Agreement if you consider it necessary to include any terms and conditions specific to the proposed use, proposed activity and the school facility or school equipment to be hired?
<input type="checkbox"/>	30. Have you completed Part 4 – Plan of School and Premises of the Hire Agreement by attaching a plan showing the school site and clearly marking the school facilities to be hired, permitted routes of access, parking areas and any other areas relevant to the Hire Agreement?
<input type="checkbox"/>	31. Has the community user lodged the following supporting documentation with you for consideration and approval? <ul style="list-style-type: none"> <li>• certificate of currency of public liability insurance;</li> <li>• certificate of currency of workers' compensation insurance (if required);</li> <li>• documentary evidence of the community user's compliance of 'blue card' requirements;</li> <li>• documentary evidence of all approvals, permissions, licences, certificates and consents required by the community user to use the Premises for the proposed use (including any council permits and development applications); and</li> <li>• documentation required in order for the community user and their personnel to legally carry out a proposed use (e.g. training certificates and qualifications).</li> </ul>
<input type="checkbox"/>	32. Have you checked that all the above certificates of insurance and documentary evidence are current for the term of the Hire Agreement?
<input type="checkbox"/>	33. Have you taken reasonable steps to ensure that the community user understands the terms of the Hire Agreement? (section 11.3 of the Guidelines)
<b>Approval of the Hire Agreement (Section 11.3 of the Guidelines)</b>	
<input type="checkbox"/>	34. If you have approved the Hire Agreement application and <b>completed the Hire Agreement in duplicate</b> , has the community user: <ul style="list-style-type: none"> <li>• signed the Hire Agreement <b>in duplicate</b> and initialled the base of each page and any amendments or additions</li> <li>• paid the hire fee to the school</li> <li>• paid the security bond (if required) to the school</li> </ul>

<input type="checkbox"/>	35. Have you signed the Hire Agreement in duplicate and initialled the base of each page and any amendments or additions as only the school principal has the delegated authority to do so?
<input type="checkbox"/>	36. Have you given the community user a complete copy of the original signed Hire Agreement (which includes Part 1 Application, Part 2 Standard Conditions, Part 3 Special Conditions and Part 4 Plan of School and Premises)?
<input type="checkbox"/>	37. Have you retained a complete copy of the original signed Hire Agreement (which includes Part 1 Application, Part 2 Standard Conditions, Part 3 Special Conditions and Part 4 Plan of School and Premises) for school records?
<input type="checkbox"/>	38. If you have not approved the Hire Agreement application, have you informed the applicant in writing of the reasons for declining the application?
<b>School Records (Section 16 of the Guidelines)</b>	
<input type="checkbox"/>	<p>39. Has the school retained a record of the following documents (which must be retained for at least seven (7) years):</p> <ul style="list-style-type: none"> <li>• copy of the Hire Agreement signed by both the community user and the school;</li> <li>• financial records, including hire fee and security bond receipts;</li> <li>• certificate of currency of public liability insurance;</li> <li>• certificate of currency of workers' compensation insurance (if required);</li> <li>• documentary evidence of the community user's compliance with 'blue card' requirements;</li> <li>• documentary evidence of all approvals, permissions, licences, certificates and consents required by the community user to use the Premises for the proposed use (including any council permits and development applications);</li> </ul> <p>• Documentation required in order for the community user and their personnel to legally carry out the proposed use (e.g. training certificates and qualifications); and</p> <p>the following additional documents in the case of the Hire Agreement – Swimming Pool:</p> <ul style="list-style-type: none"> <li>• Current AUSTSWIM Certificate for Teaching of Swimming and Water Safety (for all personnel engaged in a teaching capacity)</li> <li>• Current First Aid Certificate issued by St John Ambulance (Qld) (for all personnel engaged in a first aid capacity)</li> <li>• Current Pool Lifeguard Award issued by the Royal Lifesaving Society of Australia (for all personnel engaged in a lifeguard capacity)</li> <li>• Any other current qualifications or certificates required for you and your Personnel to undertake their duties.</li> </ul>
<b>Management of Hire Agreement (Section 17 of the Guidelines)</b>	
<input type="checkbox"/>	<p>40. Has the school developed an arrangement for a nominated member of staff to:</p> <ul style="list-style-type: none"> <li>• diarise important dates in the Hire Agreement;</li> <li>• collect and account for fees and charges payable by the community user; and</li> <li>• regularly monitor the community user's compliance with the Hire Agreement</li> </ul>