

Community use of school facilities – Guidelines



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1 INTRODUCTION

State schools are recognised as valuable community resources which should be available for community use, when not required for school purposes. The primary function of a school is the delivery of teaching and learning programs and during school hours, the focus must be on achieving this. However, outside school hours, when not required for school purposes, the use of school facilities by members of the local community for appropriate purposes is encouraged.

These *Guidelines* are not intended to be prescriptive. They provide guidance to the principal when considering community use of school facilities. They should be read in conjunction with the department's *Community use of school facilities procedure*.

[Independent Public Schools](#) are within the scope of these *Guidelines*.

Environmental education centres and outdoor education centres under the [Education \(General Provisions\) Act 2006 \(Qld\)](#) are also within the scope of these *Guidelines*.

Any reference to “school facilities” in these *Guidelines* and all the department’s *Community use of school facilities procedure* documents and fact sheets refers to school land and facilities, including ovals, grounds, halls, swimming pools, cyclone shelters, classrooms and school equipment.

2 BENEFITS OF COMMUNITY USE

Parents and community members are encouraged to participate in the life of their school through parent organisations, school councils and school activities. The community can also access school facilities out of hours, for appropriate purposes. Significant benefits to both schools and communities can be achieved through community use of school facilities. These benefits include:

- more effective use of school facilities
- fostering closer links and co-operation between the school and sporting, business and community groups
- promoting a positive image of the school in the community
- creating long-lasting, valuable relationships within the community
- creating opportunities for additional revenue for use in the development and improvement of school facilities and enhancement of school programs.

3 OPPORTUNITIES FOR COMMUNITY USE

3.1 Community use activities

There are many opportunities to make school facilities available to the community. Common community use activities include:

- community meetings
- community language and learning classes
- sporting activities and events (indoor and outdoor)
- recreational activities including:
 - performance and theatre groups
 - dance, music and drama classes
 - church services
 - caravan & camping**
- weekend markets
- parking for major sporting and concert events
- use of specialist facilities – such as swimming pools** and cyclone shelters**
- use of space to support outside schools hours care and vacation care programs**
- tuckshops/canteens, bookshops and uniform shops.**

Prohibited community use activities are addressed in section 8 of these *Guidelines*.

3.2 Community users

School facilities can be hired to various community users including:

- local councils
- individuals
- sporting, cultural, business and community groups
- other education and training providers
- clubs and associations
- corporations.

3.3 Funding grants for community use

Opportunities arise where schools have access to funding grants and programs available through Federal, State and Local governments to enhance school facilities. These grants and programs are often subject to specific conditions such as making school facilities more accessible to the community (e.g. school facilities constructed in accordance with the Building the Education Revolution (BER) funding must be used pursuant to BER Guidelines).

****Important Note**

See supplementary forms and supporting documents and additional information in the *Community use of school facilities procedure* relating specifically to:

- Community use of swimming pools
- Caravan and camping on school sites
- Community use of cyclone shelters.

The use of school facilities for **Outside School Hours Care and Vacation Programs** does not form part of the *Community use of school facilities procedure* and is covered separately in the [Hosting outside school hours care services on state school sites](#) procedure.

See section 10.2 of these *Guidelines* for additional information where the school wishes to enter into a commercial contract with a service provider (e.g. commercial operator of tuckshops/canteen, uniform shop or bookshop).

4 COMMUNITY USE ARRANGEMENTS

4.1 Responsible officer

The principal is the department's authorised delegate in relation to community use of school facilities. The [Education \(General Provisions\) Regulation 2017 \(Qld\)](#) requires the principal to manage the school in a way that ensures effective, efficient and appropriate management of public resources. The principal is responsible for ensuring community use arrangements comply with the *Community use of school facilities procedure* and these *guidelines* before a *Hire agreement* is entered into.

4.2 Guiding principles

The principal should consider all requests for community use of school facilities having regard to the community use policy and the requirements of the community use of school facilities procedure.

4.3 Use by the school Parents and Citizens' Association (P&C Association)

The department considers it is best practice for a school and the P&C Association to enter into a *Hire agreement* for the use of school facilities by the P&C Association. This is because the P&C Association is a separate legal entity from the department and entering into a *Hire agreement* will ensure the school and the P&C Association are clearly aware of their respective rights and responsibilities.

5 CHILD PROTECTION

The [Education \(General Provisions\) Regulation 2017 \(Qld\)](#) requires the principal to manage the school in a way that promotes a safe, supportive and productive learning environment for students and staff. Community users (including their employees, contractors and volunteers) have a responsibility to promote and protect the welfare, safety and best interests of children and young people when conducting activities in which children or young people are involved or present. It is the community user's responsibility to ensure they comply with the [Working with Children \(Risk Management and Screening\) Act 2000 \(Qld\)](#). See clause 18 of the *Hire agreement*.

It is the principal's responsibility to determine the suitability of the community users seeking approval to use school facilities for activities, including activities in which children or young people are involved or present. To determine this suitability, the principal must, prior to entering into a *Hire agreement*:

- inform the community user of its mandatory obligation to comply with the [Working with Children \(Risk Management and Screening\) Act 2000 \(Qld\)](#) (the "Screening Act") by ensuring its employees, contractors and volunteers hold a current 'blue card'
- inform the community user of its obligation to provide documentary evidence of its compliance (including compliance of their employees, contractors and volunteers) with the "Screening Act" **before signing the Hire agreement**
- inform the community user of its obligation to maintain compliance (including compliance of their employees, contractors and volunteers) with the "Screening Act" throughout the term of the Hire agreement
- sight and retain copies of all documentation received from the community user in relation to its compliance with the "Screening Act" (including 'blue cards') before signing the Hire agreement.

6 RISK MANAGEMENT

6.1 Duty of care

The department has a duty of care to both the school community and the community user of school facilities. When allowing the hiring and use of school facilities by a community user, the principal has a responsibility to minimise:

- risks of injury to students, staff and any other persons at the school
- damage to school land, property, equipment, resources and buildings
- interference with the delivery of educational services

- risks to community users by ensuring that the school facilities and access routes to and from the school facilities to be hired by the community user are safe and in good condition.

6.2 Risk assessment

Community users applying to use school facilities will participate in a range of activities. It is not possible to anticipate every activity which a community user may wish to conduct on school premises.

Therefore a principal must undertake an assessment of the application by the community hirer **before**:

- approving each request by a community user to hire school facilities
- renewing any *Hire agreement*.

The principal is required to give thorough consideration to the circumstances surrounding each proposed use and undertake a risk assessment process with respect to the hire of the particular **school facilities and all equipment** to the **community user** for the **proposed activity**. The community user has the onus to identify and manage risks to assure the principal that the activity can be conducted safely.

The risk assessment process involves the following four step process:

- identify the hazards
- assess the risks
- minimise and control the risks
- monitor and review the level of safety.

The principal should inform the community user that they are required to provide information to the principal of the proposed activities being undertaken, the risks involved with the activities and how the risks will be mitigated (e.g. risk control measures, training certificates, qualifications, permits).

6.3 Risk assessment process

1. The principal provides a copy of any of the school facility's existing risk management information to the potential hirer.
2. Community user provides information on the activity they intend to conduct by completing the [Community user risk management assessment for community use of school facilities](#) and returns the completed Community user risk assessment table to the principal for review and assessment.

The information to be provided by the community user in the *Community user risk assessment for community use of school facilities* includes activities being undertaken, the risks involved with the activities and how the risks will be mitigated (e.g. risk control measures, training certificates, qualifications, permits).

3. The principal then assesses the community user's application and risk management information and completes the *School principal risk management assessment for community use of school facilities* to determine if the activity is appropriate to conduct at the school facility and adequate measures are in place to conduct the activity safely.
4. The principal must ensure that work health and safety and child protection issues or potential risks with hiring the particular school facilities to the community user for the proposed activity are addressed through:
 - review of the risk assessment
 - discussion with the community hirer; and/or
 - by inserting express terms and conditions which minimise and control the potential risks, in the *Part 3 – Special conditions of the Hire agreement*.

5. In conducting a risk assessment the principal should:
- refer to the [Community user risk management assessment for community use of school facilities](#)
 - refer to the [School principal risk management assessment for community use of school facilities](#)
 - contact the regional infrastructure manager and regional senior health and safety consultant if they require assistance with the risk assessment
 - refer to the department's [Enterprise Risk Management](#) procedure
 - refer to the department's [Health and safety risk management](#) resources
 - in the case of the hire of the school swimming pool, refer to the [Fact sheet – Community use of school facilities – Swimming pools and drowning risks](#).

7 PRIORITIES FOR COMMUNITY USE

7.1 School programs have priority

School educational programs have absolute priority in the use of school facilities during school hours. The following take priority over existing community use arrangements:

- **Elections** - Federal, State and local elections and referendums where schools are required as polling places
- **Community disasters** – where school facilities are needed to house students or the local community or operate as emergency evacuation centres or places of refuge. This will occur in accordance with the department's *Disaster and Emergency Management Procedure and Arrangements*.

DET Disaster and Emergency Website:

<https://det.qld.gov.au/emergency-management>

DET Disaster and Emergency Management Procedure:

<http://ppr.det.qld.gov.au/corp/infrastructure/facilities/Procedure%20Attachments/Disaster-and-Emergency-Management/disaster-and-emergency-management.pdf>

DET Disaster and Emergency Management Arrangements:

<https://det.qld.gov.au/emergencymanagement/Documents/det-disaster-emergency-management-arrangements.docx>

If an election or community disaster arises and school facilities are required for that purpose, then the principal may suspend or terminate an existing *Hire agreement* in relation to the school facilities. No compensation is payable to the community user as a result of such suspension or termination of the *Hire agreement*.

7.2 Competing community users

If there are competing applications from community users for use of school facilities, the principal will determine the priority for use of school facilities by considering:

- the needs of the community
- the benefit to the school

- the community user's compliance with the *Community use of school facilities procedure and guidelines*
- the risks associated with each of the proposed activities as determined by the principal after undertaking a risk assessment
- the following order of priority:
 - Uses directly benefiting the school (e.g. P&C Association)
 - Uses by the department or other State Government departments
 - Educational uses
 - Community groups
 - Other users.

8 PROHIBITED USES

8.1 General

Schools must not allow the use of school facilities for activities which are inconsistent with the school's purpose and objectives, or are objectionable to the local community. If any of these circumstances are likely to occur, the principal must reject the application.

Prohibited uses include activities that the principal determines:

- are likely to disrupt, interfere with, or impede the provision of, educational programs to students or the delivery of non-educational programs including infrastructure programs (e.g. asbestos removal, facilities upgrades, fire and emergency drills)
- are likely to harm the reputation of the school or invite controversy which may interrupt the delivery of educational and non-educational programs at the school
- are likely to cause harm or injury to, or affect the safety of, students, staff or any other persons at the school
- are likely to cause damage to school land, property, equipment, resources or buildings
- are likely to generate excessive noise or light disturbance or pose a nuisance to nearby neighbours or residents (e.g. parking, parties or concerts)
- may involve the use of firearms, crossbows, flames, dangerous chemicals or other hazardous materials and gases
- involves games of chance or gambling, unless a written authorisation or licence has been obtained from the appropriate regulatory authority
- do not comply with Queensland Government policies and procedures
- are inappropriate activities or with inappropriate users as determined by the principal
- are illegal.

The Principal must not allow the community user to:

- use the school's information and communication technology (ICT) facilities, systems, network or services or connect their devices to the school's ICT facilities, systems, network or services
- use the school's ICT devices (e.g. computers, photocopiers, telephones, printers, facsimile machines, wireless devices, display unit and interactive whiteboards).

8.2 Smoking

The [Tobacco and Other Smoking Products Act 1998 \(Qld\)](#) provides that smoking is strictly prohibited at all times, on school premises and within five (5) metres outside the boundary of school premises. This law applies at all times including during and after school hours, on weekends and during school holidays.

8.3 Alcohol

Activities that involve the supply, sale or consumption of alcohol are subject to the requirements set out in section 12.6 of these *Guidelines*. The supply, sale or consumption of alcohol is prohibited where the community user is hiring the school swimming pool. See clause 14.3(d) of the [Hire agreement – swimming pool](#).

9 PRINCIPAL'S POWER AND DELEGATION

The principal holds power delegated by the Minister and by the Director-General in relation to the use of school facilities. The principal may delegate functions under these *Guidelines* to school staff from time to time, however the principal must approve and sign the Hire Agreement.

The principal has power to approve and sign:

- the Hire agreement and the Hire agreement – Cyclone shelter for a term not exceeding twelve (12) months; and
- the Hire agreement – Swimming pool for a term not exceeding three (3) years.

The principal does not have power to enter into the “Other Types of Agreements” set out in section 10.2 of these *Guidelines* and in respect of such agreements, must seek advice and approval from the regional infrastructure manager and regional director before making any in-principle agreements or entering into any negotiations with a third party.

Section 10.2 of these *Guidelines* provides further details of which DET branch must develop, review and approve any section 10.2 agreements.

10 TYPES OF AGREEMENTS

The use of school facilities by the community must be formalised in a legal agreement to ensure all parties know their rights and responsibilities.

10.1 Hire Agreement Templates

The department has developed three (3) Hire agreement templates for use by schools. These are identified in the [Community use of school facilities procedure](#) and their uses are described below:

a) Hire agreement

- to be used for the hire of all school facilities (**other than the hire of swimming pool or cyclone shelter**)
- to be used for any community user (e.g. P&C Association, community group, corporation or individual)
- to be used for hire of school facilities on a single basis (e.g. a sports association hiring school hall for annual presentation night or a theatre group hiring school hall to stage a play)
- to be used for hire of school facilities on a regular basis for a term **not exceeding twelve (12) months** (e.g. local karate club hiring a room every Tuesday night for a year or Neighbourhood Watch holding a meeting monthly during the year). Please note that “*not exceeding twelve (12) months*” means **up to and including twelve (12) months**
- provides the community user with the right to occupy and use the school facilities or school equipment for a particular purpose in accordance with agreed terms and conditions
- is approved at school level by the principal
- schools should refer to [Fact sheet – Notes for completion of Hire agreement](#) for assistance with completing a [Hire agreement](#).

b) Hire agreement – Swimming pool

- to be used only for the hire of the school swimming pool
- to be used for any community user (e.g. a P&C Association, community group, corporation or individual)
- to be used for hire of school swimming pool on a single basis
- to be used for hire of school swimming pool on a regular basis for a term which **must not exceed three (3) years**. Please note that “*not exceed three (3) years*” means **up to and including three (3) years**
- provides the community user with the right to occupy and use the school swimming pool for a particular purpose in accordance with agreed terms and conditions
- this *Hire agreement* does not allow a principal to waive the requirement for public liability insurance for the hirer
- this *Hire agreement* does not allow the supply, sale or consumption of alcohol on the premises
- is approved at school level by the principal
- schools should refer to *Fact sheet – Notes for completion of Hire agreement – Swimming pool* for assistance with completing a [Hire agreement – Swimming pool](#) and [Fact sheet – Community use of school facilities – Swimming pools and drowning risks](#)
- The department requires the principal to undertake a tender process before hiring out the swimming pool to a third party for a term up to three (3) years. See section 11.2 a) of these *Guidelines* for further information.

c) Hire agreement - Cyclone shelter

Specific *Guidelines* have been developed by the department’s Emergency and Security Management Unit to assist regional directors to manage the process for negotiation with a Local Disaster Management Group (LDMG) to use nominated school facilities specifically designed and constructed to be used as a cyclone shelter (“cyclone shelter”) in the event of disaster.

DET has priority of use of its facilities in any emergency or disaster situation. For example, if a club hires a cyclone shelter for a function, and it is required for disaster management and operations by the LDMG, then the use of the school facility by the club is suspended and their function cannot proceed.

The community use of a cyclone shelter must be documented by the Hire agreement – Cyclone shelter.

- Hire agreement – Cyclone shelter to be used only for the hire of a school facility which has been specifically designed and constructed to be used as a cyclone shelter
- to be used for any community user (e.g. P&C Association, community group, company or individual)
- to be used for hire of cyclone shelter on a single basis
- to be used for hire of cyclone shelter on a regular basis for a term not exceeding twelve (12) months. Please note that “*not exceeding twelve (12) months*” means up to and including twelve (12) months
- provides the community user with the right to occupy and use the cyclone shelter for a particular purpose in accordance with agreed terms and conditions
- a specific condition in the *Hire agreement* is that because the school facility hired is a cyclone shelter, the hire of that school facility will be suspended in the event that the school facility is required for disaster management and operations by the LDMG
- a specific condition in Part 3 of of this *Hire agreement* is that the terms of the agreement will not apply for the period that the *Hire agreement* is suspended and the hire fee will be adjusted on a pro-rata basis for the period during which the *Hire agreement* is suspended
- is approved at school level by the principal
- schools should refer to [Fact sheet – Community use of school facilities – Cyclone shelters](#) for assistance with completing a [Hire agreement – Cyclone shelter](#).

10.2 Other Types of Agreements

Arrangements where a *Hire agreement* is **not** suitable and will require a different form of agreement include:

- a) joint development arrangement
- b) lease
- c) commercial contract with service provider (e.g. commercial operator of tuckshops/canteens, uniform shops, bookshops or dedicated use of buildings for purposes such as Outside Hours School Care and Vacation Care Programs)
- d) utility service agreement (e.g. proposals by adjoining land owners, developer, local council or a utility service provider to construct or install service infrastructure or easement on DET land)
- e) trustee permit for the hire of school facilities located on trust land.

The principal does **not** have the delegated authority to enter into these types of agreements and must seek advice and approval from the regional infrastructure manager and regional director before entering into any negotiations with a third party.

a) *Joint Development Arrangement*

- A Joint development agreement (JDA) is the appropriate document where the proposed community use involves capital works and requires the construction of new school facilities or the upgrade of existing school facilities and these are to be funded in whole or in part by a community user.
- An example of a JDA is the construction of lights on the school oval funded by a community sports group and for use by both the school and the community sports group.
- As complex legal and other issues will require negotiation (e.g. duration of agreement, ongoing management, maintenance, construction and financing), a JDA takes significant time to formalise.
- Each JDA will be different as they need to reflect the actual responsibilities and contributions agreed to by the parties.
- Advice from Legal and Administrative Law Branch (LALB) is required when developing and formalising a JDA. This is in addition to consultation and approval being required for the JDA from the regional infrastructure manager and regional director and Infrastructure Services Branch through the Infrastructure Programs and Delivery unit (as the unit in managing capital works delivery).
- A JDA proposal with a value **not exceeding** \$200,000 is managed and approved at regional level in consultation with the regional infrastructure manager, regional director and LALB.
- A JDA proposal with a value **greater than** \$200,000 requires approval by the Minister or Director-General or their delegates in consultation with Infrastructure Services Branch, regional director and LALB.
- The JDA must be developed by LALB and the principal does not have the delegated authority to enter into these arrangements.

b) *Lease*

- If you are contacted by a third party seeking to enter into a lease of school facilities, you must contact your regional infrastructure manager before making any in-principle agreements relating to the third party use.
- A lease is the grant of a right of exclusive possession of State property such as a school facility, school land or any part of a school.
- If a lease is granted, the lessee will be entitled to exclusive possession of the leased premises during the term of the lease and obtains a proprietary interest in the leased premises.
- If a lease is granted, the State remains the owner of the leased premises however, unless written into the lease, the school is not entitled to enter, use or otherwise deal with the leased premises without the lessee's permission.

- A lease must be developed by LALB and requires approval by the Executive Director, Infrastructure Operations.
- The principal does not have the delegated authority to enter into these arrangements.

c) **Commercial Contract with Service Provider**

- If the school wishes to enter into a commercial contract with a service provider (e.g. commercial operator of tuckshops/canteen, uniform shop, bookshop or dedicated use of buildings for purposes such as Outside Hours School Care and Vacation Care Programs), you must contact your regional infrastructure manager before making any in-principle agreements with any service provider.
- The use of school facilities for Outside School Hours Care and Vacation Programs does not form part of the *Community use of school facilities* procedure and is covered separately within the [Hosting outside school hours care services on state school sites](#) procedure.
- **Schools must comply with the department's [Purchasing and Procurement](#) procedure and [DET Procurement Policy](#) (DET employees only)**
 - to seek competitive quotes for commercial services and agree to appropriate contractual terms and conditions, including any licence to hire and use the school premises.
 - Schools must contact Corporate Procurement Branch for all procurements where the total cost of the service over the total period of service (e.g. 12 months – 3 years) is over \$100,000 to assist in the Invitation to Offer process and contract documentation.
 - All engagements of Outside School Hours Care providers are undertaken by Corporate Procurement Branch through a competitive tender process from suppliers on a Pre-Qualified Panel.
 - The principal does not have the delegated authority to enter into these arrangements.

d) **Utility Service Agreement and Easements**

- If you are contacted by a developer, adjoining owner, local council or a utility service provider seeking to construct, install or connect to utility service infrastructure or register an easement on DET land, you must contact your regional infrastructure manager before making any in-principle agreements.
- This type of proposal may permanently burden DET land.
- The proposal must be reviewed by DET's Real Estate Management (REM) team.
- The principal does not have the delegated authority to enter into these arrangements.

a) **Trustee Permit for the hire of school facilities located on trust land**

- The *Hire agreement* is only suitable for use when the school is located on freehold land.
- Most schools are on freehold land, however if you are unsure of the tenure of your school site then you should contact your regional infrastructure manager and request confirmation through a title search before commencing any negotiations with a third party.
- A trustee permit issued under the [Land Act 1994 \(Qld\)](#) is the appropriate agreement to enter into when hiring a school facility located on trust land.
- Trust land means land comprising a reserve or deed of grant in trust.
- Section 60 of the [Land Act 1994 \(Qld\)](#) states that the trustee of the land may issue a trustee permit for use of the trust land in accordance with the requirements of the *Land Act 1994* (Qld).
- A trustee permit **must** be developed by LALB and requires approval by the Executive Director, Infrastructure Operations.

11 COMPLETING AND APPROVING HIRE AGREEMENTS

11.1 General

The department requires a *Hire agreement* to be entered into between the school and community user for any hire of school facilities whether it is on a single or regular basis.

The *Hire agreement* consists of the following four parts which make up and govern the entire agreement between the school and the community user:

Part 1 – Application form - to be completed by the principal in consultation with the community user. Part 1 – Application form sets out details of the community user and key terms of the proposed community use including, the commencement and termination dates, hire fee, description of the school facilities to be hired and the permitted use.

Part 2 – Standard conditions - sets out the standard conditions for hiring a school facility by a third party and must not be amended. These standard terms have been approved by the department to protect the department's interests.

Part 3 – Special conditions - to be completed by the principal and may include terms and conditions specific to the proposed use, proposed activity and the school facility or school equipment to be hired. Please note that clause 2.6 of the *Hire agreement* states that Part 2 overrides a term in Part 3 to the extent they are inconsistent.

Part 4 – Plan of school and premises - to be completed by the principal by attaching a plan of the school and premises clearly marking the school, the school facilities to be hired, permitted routes of access, parking areas and any other areas relevant to the *Hire agreement*.

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, from the department's appropriate business units, as required.

11.2 Preliminary Considerations

When assessing an application for the community use of school facilities, there are many issues to be considered by both parties before formalising a *Hire agreement*.

a) Expressions of Interest for tender to hire school swimming pool

The department requires the principal to undertake a tender process before:

- hiring out the swimming pool to a third party for a term up to three years
- renewing any *Hire agreement* to hire out the swimming pool to a third party for a term up to three years.

A brief outline of the tender process is as follows:

- the principal must contact the Procurement Support Unit (PSU) at procurement.facilities@det.qld.gov.au. PSU will assess the school's requirements and provide advice and template documentation
- tender documentation to be completed by the principal in consultation with PSU
- the principal to obtain the requisite number of quotations
- the principal to evaluate the offers received
- the principal to award the contract and enter into the Hire agreement – Swimming pool.

b) Risk Assessment

The community user must complete the [Community user risk management assessment for community use of school facilities](#).

The principal must conduct a risk assessment in accordance with section 6 of these *Guidelines*.

c) Privacy of personal information

The principal must consider 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.

d) Proposed Use

The principal must determine the suitability and appropriateness of the proposed use, in accordance with the [Community use of school facilities procedure](#), these *Guidelines* and associated documents. If the principal considers the proposed use of the school facility to be contentious, the principal should consult with other stakeholders including the P&C Association, School Council and third parties. The principal may also seek advice from their regional infrastructure manager who can seek legal or specialist advice on behalf of the principal, as required.

The principal should consider the availability of similar services by existing providers (including, local council, community groups, commercial organisations and other third party providers). If there is already an appropriate standard of facilities within the community, the school may not wish to approve uses that may compete and impact on the long term profitability and viability of these providers. The principal should contact their regional infrastructure manager for assistance.

The principal should give the proposed community user an opportunity to inspect the school facilities to be hired, to satisfy themselves prior to entering into the *Hire agreement* that the school facilities are suitable for the proposed activity and meets their needs.

e) Proposed Community User

The principal must determine the suitability of the community user, in accordance with the *Community use of school facilities procedure*, these *Guidelines* and associated documents.

The principal should take reasonable steps to ensure that the person negotiating and signing the *Hire agreement* on behalf of the community user has the authority to do so. If there is any doubt about the authority or the authenticity of the group or individual, the principal should contact their regional infrastructure manager for assistance.

f) Hire Agreement Template

The principal must ensure that the appropriate *Hire agreement* template is used in accordance with section 10.1 of these *Guidelines*.

g) Administrative Issues

The principal must consider the administrative issues in section 12 of these *Guidelines* with respect to each application for community use and when completing the *Hire agreement*.

h) Financial Issues

The principal must consider the financial issues in section 13 of these *Guidelines* with respect to each application for community use and when completing the *Hire agreement*.

11.3 Procedure**a) Principal to Complete the Hire Agreement**

The principal:

- should complete Part 1 – Application form of the Hire agreement in accordance with these *Guidelines* and in consultation with the community user

- should request more information or clarification of information from the proposed community user if required
- may include terms and conditions specific to the proposed use, proposed activity and the school facility or school equipment to be hired in Part 3 – Special conditions of the Hire agreement
- must attach a plan of the school and premises clearly marking the school, the school facilities to be hired, permitted routes of access, parking areas and any other areas relevant to the Hire agreement in Part 4 – Plan of school and premises.

Principals should refer to [Fact sheet – Notes for completion of Hire agreement](#) and [Fact sheet – Notes for completion of Hire agreement – Swimming pool](#) for further guidance.

b) Community User to provide Supporting Documentation

The community user must lodge supporting documentation with the principal for consideration and review before the principal may approve the community user's application. All the supporting documentation must be current at the date of signing the *Hire agreement*. The supporting documentation must remain current throughout the term of the *Hire agreement* so the community user must renew supporting documentation on any renewal date and lodge any renewed supporting documentation with the principal. The supporting documentation will be in accordance with the community use of school facilities procedure requirements.

c) Community User to understand terms of the Hire Agreement

The school should give the community user a copy of the *Hire agreement* so that the community user has an opportunity to read and understand the terms of the hire arrangement as set out in the *Hire agreement* before signing the *Hire agreement*. The school should take reasonable steps to ensure that the community user understands that, by agreeing to the *Hire agreement*, the community user:

- accepts responsibility for complying with all aspects of the *Hire agreement*
- accepts and understands the role of each party in managing the school facility
- accepts the fees established for the hire and use of the school facility and agrees with the terms of payment
- complies with any regulatory or planning permits related to the proposed use
- provides evidence of public liability insurance and workers' compensation insurance, if required
- accepts all school requirements related to the access, hire and use of the school facilities
- is aware of, and accepts its safety and security responsibilities in relation to the use and access to school facilities in accordance with the department [School security procedures](#) (DET employees only) and [School security handbook](#) (DET employees only)
- satisfies themselves prior to entering into the *Hire agreement* that the school facilities to be hired are fit for use
- accepts that where the hired school facility is required for elections or in emergency situations and times of disaster, the school has priority of use
- accepts that where the *Hire agreement* is for a period of more than 28 days, either party may terminate the *Hire agreement* by giving 28 days' written notice
- accepts that a breach of any term of the *Hire agreement* can result in termination of the *Hire agreement*.

d) Approval by Principal

The principal has the delegated authority to approve and sign the *Hire agreement* on behalf of DET having followed the requirements of the community use of school facilities procedure.

e) **Non-Approval by Principal**

If a *Hire agreement* application is not approved, the principal must ensure that the applicant is informed in writing of the reasons for declining the application per the requirements of the community use of school facilities procedure.

12 ADMINISTRATIVE ISSUES

12.1 Insurance

a) **Public Liability Insurance**

DET is self-insured through a whole-of-government arrangement in regard to its authorised activities, with the Queensland Government Insurance Fund (QGIF). This arrangement **does not** cover third party hirers of school facilities (including DET employees hiring school facilities in their private capacity) against claims for death, injury or damage they have caused.

DET considers it best practice that a principal requires all community users of school facilities to take out and maintain public liability insurance for an amount of **not less than \$20 million** in respect of the proposed activity throughout the term of the *Hire agreement*.

The requirement that the community user of school facilities takes out and maintains public liability insurance protects the community user and assists the department in the event of a claim taken against the department for any liability arising from injury to, or death of, a person or damage to, or destruction of, property as a result of the hirer using school facilities. Before the date the hirer signs the *Hire agreement*, the hirer of school facilities must provide to the principal a copy of the hirer's current certificate of public liability insurance. The public liability insurance must be for an amount of not less than \$20 million and must provide appropriate coverage for the proposed activities to be carried out by the hirer.

b) **Waiver or Reduction in the Amount of Public Liability Insurance**

Please note that QGIF strongly recommends that the principal does not reduce or waive the amount of public liability insurance.

The principal may only reduce the amount of the public liability insurance or waive the requirement for public liability insurance, where the following conditions are satisfied:

- the community user wishes to hire school facilities other than the swimming pool (the Hire agreement – Swimming pool does not allow for the waiver of a public liability policy of insurance as it is a high risk activity)
- the principal has conducted a comprehensive risk assessment review of the proposed activity and determined the proposed activity carries minimal to low risk. When conducting a risk assessment the principal should consider whether an apparently low risk activity involves a potentially high risk activity
- the principal has sought advice and approval from the regional infrastructure manager and regional director.

Section 6 of these *Guidelines* sets out the relevant issues that the principal should consider in carrying out their risk assessment of each proposed use and activity. The information in section 6 of these *Guidelines* and the fact sheet is a guide only and principals are required to give thorough consideration to the circumstances surrounding each proposed use.

c) **Principal's Personal Liability**

The [Queensland Government indemnity guideline](#) is a whole of government guideline which, subject to the [Public Service Act 2008 \(Qld\)](#), sets out circumstances in which all public officers will be provided with an indemnity and legal assistance.

On 31 March 2014, the [Public Service Act 2008 \(Qld\)](#) was amended introducing broad legislative immunities from civil liability (i.e. government employees have automatic legal protection from being civilly sued when acting in their official capacity) so long as the government employee has acted in good faith and without gross negligence. The State can seek financial reimbursement from government employees who are found to have acted without good faith and with gross negligence.

Whether an employee has acted without good faith and with gross negligence in the discharge of their duties and functions, will be determined on a case by case basis, by reference to the facts of the matter.

d) P&C Associations

Where the proposed community user is the P&C Association, the school should make the P&C Association aware of the following requirements of the school regarding public liability insurance:

- A P&C Association must ensure that it has adequate insurance and may need to take out additional insurance cover depending on the nature of the activity to be undertaken. The P&C Association may not be covered under the standard insurance policy held by the P&C Association where the proposed activity is outside the day-to-day operations of the P&C Association. An example of these activities/services could be running weekend markets, fetes, or providing parking for major events conducted close to the school.
- Any organisations and individuals engaged by the P&C Association with regard to the proposed activity at the school facilities to be hired, must hold and maintain their own separate insurance cover. An example of these organisations and individuals are amusement rides operators at a school fete or the individual stall holders at the weekend markets.
- The P&C Association should contact their own insurers and P&C Qld for all enquires and assistance regarding these matters.
- LALB may only provide legal advice to departmental employees and so cannot provide any legal advice to the P&C Association or its officer bearers.

12.2 Term

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.

The principal must only approve a *Hire agreement* for a term that:

- does not exceed twelve (12) months; or
- for the hire of the school swimming pool, does not exceed three (3) years.

Please note that “*not exceed twelve (12) months*” means **up to and including twelve (12) months** and “*not exceed three (3) years*” means **up to and including three (3) years**.

This restriction to the term of the Hire Agreement will ensure regular review of the arrangement terms, and of the hire fees vs costs incurred by the school and will enable the school to offer the school facility to other interested community users.

12.3 Cleaning

School facilities should be made available to community users in a clean and good condition and should be handed back to the school in the same condition. Schools should notify their cleaning staff when particular school facilities are to be used out of school hours to ensure that cleaning arrangements can be coordinated.

Additional cleaning requirements resulting from community use should not incur any extra expense to the school or the department over that incurred by the school’s normal cleaning routine. Additional cleaning requirements resulting from community use must be paid for by the community user.

12.4 Safety and Security

The principal is responsible for ensuring a safe environment for community users hiring school facilities. The principal should ensure that all relevant safety and security issues are notified to the community user. The department [School security procedures](#) (DET employees only) and the [School security handbook](#) (DET employees only) provide guidance and advice on these matters.

The following safety and security issues are included in Part 2 – Standard conditions of the Hire agreement:

- the community user is responsible for the supervision, control, conduct, actions and health and safety of all their employees and personnel and all persons using the school facilities hired by the community user
- the community user is responsible for damage, loss or injury to any person or property arising from the community user's use of the school facilities
- the community user must immediately report any injuries to individuals involved/attending the activity using their incident management process including reporting any [notifiable](#) incidents to Workplace Health and Safety Queensland (WHSQ) on 1300 362 128. The principal is to be advised immediately of any critical incidents such as fatalities, serious facility issues and incidents that require [notification](#) to WHSQ. Other incidents, injuries and related hazards that are associated with the use of the school facilities are to be reported to the principal by the next business day. This will enable any site based hazards to be managed by the principal. Identified hazards can be recorded in MyHR WHS
- the community user is responsible for securing and locking all doors, windows and gates and if required, activating any electronic alarm systems each time the community user finishes using the school facility hired
- the community user is responsible for turning off all water, gas, lights, fans, air conditioners and other electrical equipment each time the community user finishes using the school facility hired
- the community user is responsible for all costs of any security or emergency call-out to the school arising from the community user's use of the school facilities
- the community user must not duplicate or provide keys or security codes to any other person without the principal's consent
- the community user must ensure that that keys are stored securely when not in use
- keys must be returned at the cessation of the *Hire agreement*
- the community user will pay for the cost of replacing any locks or keys if the community user loses any keys or does not return any keys to the school facilities
- the community user to leave the premises in a clean and tidy state.

Further safety and security issues which should be considered and if applicable, inserted into Part 3 – Special conditions of the Hire agreement include:

- any known hazards and dangers in respect of school land and school facilities
- any emergency management procedures for the site/specific building that the community user must adhere to
- emergency contact details (the name and number of a school contact officer and security organisations providing services to the school - whether a private provider or the State Government Protective Security Service) so that the community user can make contact in the case of emergency or major incident while using school facilities
- expected behaviour standards of community users of school facilities
- ensuring minimal disturbance to school settings, equipment, student work and neighbours
- privacy, protection and management of child/student/staff personal information held in classrooms and systems
- the community user must not access or use any of the school's information and communication technology (ICT) or ICT devices
- arrangements regarding entry and exit to the school campus and to the school facility being used

- establishing codes and providing training in the use of the school electronic alarm system (if applicable)
- concurrent use of school facilities by more than one community user
- master keys are not to be given out to a community user
- the process for collecting, storing and returning keys
- the community user must not access or use any school land, school facilities other than the school facilities hired by the community user.

12.5 Damage

The community user must immediately report to the principal all damage which occurs during the use of the school facilities and the principal must record the circumstances of the damage.

The principal should take appropriate action to rectify the damage or arrange the necessary works required and charge any such costs to the community user. Damage to property and equipment caused by any community user or its invitees or replacement of such damaged property or equipment must be paid for by the community user.

12.6 Alcohol

Community users may be permitted to consume, supply or sell alcohol on school premises provided:

- before the event, the community user obtains the written approval of both the [principal and the P&C Association for the social function to be held on school premises and for liquor to be consumed, supplied or sold on the school premises - see sections 14 and 15 of the [Education \(General Provisions\) Regulation 2017 \(Qld\)](#)
- all children present at the event are in the company of a parent or guardian
- the community user applies for an appropriate liquor permit under the [Liquor Act 1992 \(Qld\)](#) (at the community user's cost) before liquor is supplied or sold at the school premises for a social function;

Note: Amendments to the [Liquor Act 1992 \(Qld\)](#) effective from 1 July 2013 mean 'eligible associations' (such as P&C Associations, sporting clubs and Rotary and Lions Clubs) will generally no longer have to apply for a community liquor permit to sell alcohol at fundraising events. While there is a general exemption for eligible associations, certain limitations and conditions apply. Further information on this issue is available from [OnePortal](#) (DET employees only)

- the community users granted permission to consume alcohol agree to act in a socially responsible manner
- the school is not located in a "dry place" as defined in section 28 of the [Aboriginal and Torres Strait Islander Communities \(Justice, Land and Other Matters\) Act 1984 \(Qld\)](#) where the supply, sale or consumption of alcohol is prohibited.

12.7 Night Lighting

Where school facilities are being used after hours, both the school and community user should satisfy themselves before entering into the *Hire agreement* that the existing lighting at the school is adequate and suitable for the purpose of the proposed use and for safe movement in and around the school in hours of darkness. The principal should include in Part 3 - Special conditions of the Hire agreement, a provision that the community user has undertaken an assessment of the night lighting and certifies that it is adequate and suitable for the hirer's purposes.

12.8 Use of School Equipment

The *Hire agreement* allows the school to hire out school equipment to be used at the school facility being hired by the community user. For example the school hires out to the community user the school hall for a particular activity and the use of the tables and chairs for that activity. The Community use of

school facilities procedure does not allow the hire of school equipment to a third party to be taken off the school premises.

The principal must specify or list in the *Hire agreement*, the school equipment to be hired, the quantity and any serial number or identifier.

Use of equipment (e.g. sound systems, copiers, DVD players) may attract an additional usage fee. Any costs associated with the hire of equipment should be clearly identified in the *Hire agreement* or stated that it is included in the total hire fee.

The condition of these items should be agreed prior to the commencement of the *Hire agreement*.

The school equipment should be presented by the school to community users in a clean and safe condition, in a state of good repair and in compliance with relevant laws (e.g. equipment is fitted with appropriate safety signs, safety guards and identified on any onsite maintenance register).

Procedure manuals, training, instruction and personal protective equipment should be made available to ensure proper use of school equipment. The configuration and nature of furnishing/equipping of the venue must be discussed and agreed before use and the details included in the *Hire agreement*.

The principal must consider the nature of the school equipment to be hired (e.g. expensive sound system, specialist gym or manual arts equipment) and undertake an appropriate risk assessment process and identify and assess the specific risks associated with hiring the particular school equipment. The equipment to be used is to be specified in the application/risk management section, including that the hirers have appropriate skills to operate any equipment that has inherent risks.

Any damage to school equipment or furnishing during the period of use must be reported at the earliest opportunity to the principal. The principal should take appropriate action to rectify the damage or arrange the necessary works required and charge any such costs to the community user. Damage to property and equipment caused by any community user or its invitees or replacement of such damaged property or equipment must be paid for by the community user.

12.9 Access to Amenities

Access to toilet facilities for adults and children is a fundamental requirement when considering community use. Prior to the completion of the *Hire agreement*, the principal and the prospective community user should clarify the community user's needs and the capacity of the school to meet those needs.

Consideration must be given to the appropriate use of purpose built children's toilet facilities by adults and the needs of people with disabilities, where applicable.

The community user is to leave the toilets clean and ready for use by the school. Any costs related to the cleaning of these facilities should be considered in the proposed *Hire agreement*.

13 FINANCIAL ISSUES

13.1 Fees and Charges

The hire fee in the *Hire agreement* is inclusive of:

- GST
- outgoings (e.g. water, electricity, gas, telephone and telecommunications charges)
- cleaning costs (if agreed in item 18 of the *Hire agreement* or the *Hire agreement – Cyclone shelter* or Item 19 of the *Hire agreement – Swimming pool* that the school is responsible for cleaning at the hirer's cost).

Principals have the discretion to determine fees and charges to be levied for the hire of school facilities.

The principal must exercise its discretion in accordance with the following principles:

- the principal must comply with departmental policies and the [School Accounting Manual](#) (DET employees only) when determining fees and charges

- the principal must comply with the relevant fees and charges requirements referred to in the following links:

[External fees and charges policy \(DET employees only\)](#)

Principles for fees and charges

- the fees and charges should at a minimum, ensure full cost recovery to the school as calculated by the school to ensure the hire does not financially disadvantage the school
- the community user is responsible for all costs resulting from the use of the school facilities including, cleaning and operating costs, electricity, water and any other outgoings
- community users conducting activities of a commercial/profit making nature should be charged market rates. To determine market rate, principals will need to consider comparable fees and charges levied by similar venues and other local schools, for similar types of use
- careful consideration should be given when calculating a market rate, to avoid potential exclusion of competitors from the market. If you require assistance to determine a market rate, contact your regional infrastructure manager
- where a school facility has been constructed pursuant to funding grants or programs available through Federal, State and Local governments to enhance school facilities, the principal should comply with all applicable funding grant or program *Guidelines* regarding the hiring of the school facility.

Principals may charge a minimal or nominal fee for the hire of the school facilities if:

- the community user is the school's P&C Association; or
- the principal determines that there is a direct non-cash benefit to the school community.

Principals should recognise that by charging a community user a minimal or nominal fee, the community user is effectively being subsidised by school funds and principals should be prepared to account to the department and their school community for such decisions.

When determining the amount of fees and charges to be levied for the hire of school facilities, the principal must take the following into consideration:

- the proposed community user – e.g. P&C Association, community group, corporation, individual
- the nature of the activity – e.g. community group or commercial activity
- the proposed duration of the hire – e.g. one day, twelve months
- comparable charges levied by other schools/venues in the local area
- the size and nature of the facility/space required - e.g. hall, playing field or classroom
- any equipment or furniture required
- the nature of such equipment – e.g. expensive sound system, specialist gym or manual arts equipment
- the estimated costs of maintenance, wear and tear, cleaning and maintenance of any equipment to be hired
- recurrent costs – e.g. water, gas, electricity, rubbish removal
- any special requirements e.g. parking, access, storage facilities
- discounts, exemptions or reductions for in-kind work or minor upgrade (if applicable) can be considered
- security costs
- the cost of additional key cutting
- additional costs for loss of keys by community user and provision of new locks to the school
- additional cleaning and maintenance costs
- the cost of maintenance and repair to facility and/or equipment, as a result of the use or hire
- administration costs for hire of staff to manage the process for use of school facilities
- capacity for user to pay.

If further assistance is required to calculate fees and charges, contact the regional infrastructure manager.

13.2 Security Bond

a) Purpose of Security Bond

Schools should consider requesting a security bond from the community user. A security bond is an upfront payment made by a community user to the school at the time of signing the *Hire agreement*. The school may be entitled to use the security bond if the community user does not comply with the terms of the *Hire agreement*. A security bond may also be used by the school to cover the cost of any repair of damage to school facilities or any additional costs and expenses (e.g. cleaning or key replacement) incurred by the school due to the community user's activities or use of the school facilities.

The aim of the security bond is to:

- encourage compliance with the terms of the *Hire agreement*
- discourage careless use of, or damage to, school property and equipment
- provide funds to cover replacement or repair of damage.

The security bond will be returned in full to the community user, on the termination of the *Hire agreement*, if the school facilities are returned to the satisfaction of the principal.

b) Receipt of Security Bond

A receipt is to be issued for the security bond by the school to the community user with a copy being maintained at the school and attached to the *Hire agreement*. The security bond must be treated by the school in accordance with the relevant departmental policies and the [School Accounting Manual](#) (DET employees only).

c) Amount of Security Bond

As a guide, the security bond should represent 5% of the amount of the hire fee. For example, a 12 month hire agreement with a hire fee of \$10,000 will incur a security bond of \$500.

However, a principal should determine the security bond amount on a case by case basis, by considering the activity being undertaken and the risks associated with the proposed use.

Therefore, a security bond may be required even where a minimal hire fee is charged or for a single use community user, considering the activity being undertaken.

The amount of any security bond must be included in the Part 1 - Application form of the Hire agreement.

13.3 Income

Any income raised by the school from the use of school facility is public money and must be treated by the school in accordance with the relevant departmental policies and the [School Accounting Manual](#) (DET employees only). The income should be used by the school to support educational programs at the school and/or assist with school facility improvement.

14 PROBITY AND ETHICAL BEHAVIOUR

When dealing with the community, all DET employees must act in an ethical way. This includes, but is not limited to:

- being aware of, and complying with:
 - [DET Procurement Policy](#) (DET employees only)
 - [Code of Conduct for the Queensland Public Service](#)

- [DET Standard of Practice](#)
- dealing only with reputable organisations
- dealing with community users fairly and consistently
- being impartial in any assessment of applications or tenders
- not accepting gifts from community users or prospective tenderers
- declaring any conflict of interest that staff, their relatives or their close associates may have with potential community users
- ensuring any commercial information provided by community users is kept in confidence
- ensuring all monies received from community use are declared and treated in accordance with the relevant departmental policies and the [School Accounting Manual](#) (DET employees only).

15 COUNCIL APPROVALS

It is the community user's sole responsibility to ensure the use is permitted by the local council. The community user should seek written advice from the local council's planning services department whether a development application is required.

If the proposed community use involves uses that are not normally permitted in the local council's planning instrument, the prospective community user must lodge a development application or application for material change of use with the local council. A development application or material change of use may be required where school facilities are hired for commercial uses such as markets or public car park.

If a development application is required, the community user must complete a development application form issued by the local council. The Minister or Director-General or their delegates as owner of the land, may give landowner's consent to the lodgement of the development application. The prospective community user is responsible for all costs and fees associated with the lodging of the development application.

If the development application is approved by local council, the prospective community user must provide the principal with a copy of the consent for the school's records. Compliance with conditions of a development approval is the sole responsibility of the community user.

16 SCHOOL RECORDS

For all *Hire agreements* these documents include:

- one copy of the original *Hire agreement* duly signed by both the community user and the school
- financial records, including hire fee and security bond receipts
- certificate of currency of public liability insurance
- certificate of currency of workers' compensation insurance (if required)
- documentary evidence of the community user's compliance with 'blue card' requirements
- 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 local council permits and development applications)
- 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

includes the following additional documents in the case of the Hire agreement – Swimming pool:

- current AUSTSWIM Certificate for Teaching of Swimming and Water Safety (for all personnel engaged in a teaching capacity)
- current First Aid Certificate (for all personnel engaged in a first aid capacity)
- current Pool Lifeguard Award issued by the Royal Lifesaving Society of Australia (for all personnel engaged in a lifeguard capacity)

- any other current qualifications or certificates required for you and your personnel to undertake their duties.

17 MANAGEMENT OF HIRE AGREEMENT

The school should develop an arrangement for a nominated member of staff to:

- diarise important dates in the *Hire agreement*
- collect and account for fees and charges payable by the community user
- regularly monitor the community user's compliance with the *Hire agreement*.

If a dispute cannot be resolved at school level within a reasonable timeframe, then the principal should seek advice from the regional infrastructure manager.

If corrective action is required, specific details should be clearly communicated to the community user and follow up action taken to ensure the issue is addressed in the timeframe given.

If a community user fails to comply with any of the terms of the *Hire agreement* and does not remedy the breach within 14 days after notice from the principal to the community user to do so, the *Hire agreement* should be terminated and the community user will be required to vacate the site.

18 CONTACTS

Operational and implementation issues should be directed to the relevant regional infrastructure manager.

The department acknowledges that some information in these Guidelines have been drawn from the State of New South Wales (Education and Communities) Community Use of School Facilities Implementation Procedures (September 2009) and State of New South Wales (Department of Education) Community Use of School Facilities Implementation Procedures (July 2015).