



## Hire of School Facilities Policy

### 1. BACKGROUND

Williamstown Primary School (WPS) is proud to have a range of facilities and buildings, which it can share with outside bodies when these are not required for school purposes. The hiring of these facilities strengthens partnerships between WPS and the local community and provides added benefits for WPS students as well as members of the broader community. Community partners include sport and recreation providers, other educational and trainer providers and the local council.

Facilities available include, but are not limited to, the school hall, the 5/6 Gallery, the Library, the Music Room and the outdoor playing areas. These facilities may be hired on a one-off (Hire Agreement) or on a regular (License Agreement) basis. The facilities would normally be hired outside of normal school hours but from time to time facilities may be used during school hours, e.g. lunchtimes, in which case the programs would be for WPS students only.

School Council has the authority to allow the use of school facilities by outside bodies and has the responsibility to establish the terms and conditions of use. The hiring of facilities needs to be formalised in a written agreement to ensure that all parties know their responsibilities and obligations. Any Hire or License arrangement will be in accordance with this Policy.

### 2. PURPOSE

The aim of this policy is to:

- Clearly outline the procedures, requirements and regulations, including public liability insurance arrangements, relating to the hire and use of school facilities by community or other groups.
- Ensure that school facilities are protected and maintained according to school requirements when used by hirers.
- Encourage the use of and promote the facilities the School has for hire to assist local community groups operate their activities and strengthen social networks between WPS and the community.
- Ensure that requests received are formalised and assessed according to this policy and that any hiring or license arrangements are consistent with, and not detrimental to, the school's goals and programs.
- Ensure that all hirers are aware of and accept their responsibilities.
- Ensure that parents and teachers are kept informed about hiring arrangements.
- Provide avenues to give feedback and address issues and concerns in relation to the hiring of school facilities.

### 3. DEFINITIONS

*"Facilities"* are the buildings and grounds of WPS. They include, but are not limited to, the school hall, the 5/6 Gallery, the Library, the Music Room, the Art Room and the outside playing areas.

*"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.

*"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.

Hire periods can be for any reasonable time period, i.e. daily, weekly, per term or annually. Such agreements will be reviewed regularly and at least on an annual basis when fees may change. Refer to Appendix 3.

“School” means Williamstown Primary School.

#### **4. PROCEDURES FOR IMPLEMENTATION**

##### **4.1 School Council**

The School Council has the responsibility of determining rules and regulations pertaining to the hire of school facilities. The School Council has responsibility for assessing requests and setting fees.

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.

##### **4.2 Application and Approval for Hire/License**

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.

Any request for hire or license must be made on the Application for Hire of School Facilities Form – see Appendix 1. 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.

As guiding principles, the hire of facilities should:

- cause no interruption to the normal day to day operation of the school.
- not create excessive noise or pose a nuisance to nearby residents.
- have minimal impact on the School’s administration staff.
- not present unreasonable wear and tear to the school facility or equipment.

Priority will normally be given to hirers who provide programs which:

- provide benefit for students of WPS.
- improve ties between WPS and the wider community.
- offer variety.
- do not create competition between stakeholders in our community.

Regular bookings are also normally prioritised over one-off bookings.

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.

##### **4.3 Hiring Charges**

A schedule of hiring charges will be set annually by School Council to cover utilities and maintenance costs and which are comparable to those of other local providers hiring out similar facilities. A specific hiring charge may be varied at the discretion of School Council. Current Hire Charges can be obtained from the School Office.

License hirers will be invoiced each term and accounts must be settled within seven (7) days. Any one-off hiring fees must be paid in advance.

The School reserves the right to request a refundable bond on acceptance of approval for hire by either casual or regular users. A bond will always be required where keys are issued.

#### **4.4 Terms and Conditions of Hire/License**

- 4.4.1** 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.
- 4.4.2** All hired facilities, including toilets, must be left in clean condition. The cost of any necessary cleaning will be charged to the hirer.
- 4.4.3** 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.
- 4.4.4** 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.
- 4.4.5** Adequate adult supervision must be provided at all times when using the facilities.
- 4.4.6** 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.
- 4.4.7** 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.
- 4.4.8** 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.
- 4.4.9** The hirer shall not sub let any booking or part thereof to any other club or group.
- 4.1.10** Neither smoking nor gambling is permitted on the school premises (including the outside grounds). Alcohol is not permitted at any events at which WPS students will be present. Where alcohol is to be consumed, a special license is normally required.
- 4.1.11** 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.
- 4.1.12** 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.
- 4.1.13** Security arrangements, e.g. locking up of buildings, must be agreed between the School Principal and the hirer prior to the hire occurring.
- 4.1.14** The School Principal or a Principal's delegate has access to the school facilities at any time for inspection.

#### **4.5 Termination of Hire/License Agreement**

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.

#### **4.6 Feedback**

Customer feedback is valued by WPS to help continually improve the facilities provided. Feedback should be provided to the School Principal or to the School Office.

### **5. REVIEW AND POLICY HISTORY**

This policy is due for formal review in August 2017 although it may be changed at any time as required after discussion with School Council and the Principal. Hiring charges will be reviewed by School Council in November each year to take effect from the start of the following school year.

#### **Policy History:**

<b>Version Approval Date</b>	<b>Summary of Changes</b>
December 2012	New Policy
August 2014	Update

*Appendix 1***APPLICATION FOR HIRE OF SCHOOL FACILITIES**

WILLIAMSTOWN



PRIMARY SCHOOL

**Organisation name and address**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Contact person details**

Name: \_\_\_\_\_

Tel: \_\_\_\_\_

Email: \_\_\_\_\_

**Type of Facility required**School Hall Meeting Room Classroom 5/6 Gallery Outside Grounds  Please specify: \_\_\_\_\_Music Room Library 

Additional Facilities/Equipment required: \_\_\_\_\_

**Type of Booking**Regular Casual **Day(s) and Time of Hire**Mon  Tues  Wed  Thurs  Fri  Sat  Sun 

Start date of Hire: \_\_\_\_\_ Time of Hire: \_\_\_\_\_

Will the Hirer use the Facility during school holidays: Yes  No

**Details of Activity:** \_\_\_\_\_

**Anticipated Attendance:**

No. of Adults:     No. of Children:

**Public Liability Insurance**

***NOTE THAT ANY ORGANISATION ENTERING INTO AN AGREEMENT TO HIRE WPS FACILITIES MUST HAVE CURRENT PUBLIC LIABILITY INSURANCE. EVIDENCE OF THIS WILL BE REQUIRED.***

## Appendix 2

### HIRE AGREEMENT TO USE WILLIAMSTOWN PRIMARY SCHOOL PREMISES



Williamstown Primary School Council

hereby authorises:

..... (“User”)  
(Name and Address of User)

to use the school premises described in item 1 and the facilities (if any) described in item 2 on the days and between the hours specified in item 3 solely for the purposes described in item 4 in consideration of payment by the User to Williamstown Primary School as specified in item 5 of the schedule below subject to the following conditions:

#### Conditions

1. By signing this Agreement the User or its authorised person acknowledges understanding and agreeing with these conditions.
2. This Agreement is not exclusive to the User.
3. The User will use the premises and facilities (if any) at the User’s own risk.
4. The User must ensure that the premises and facilities used under this Agreement are left clean, tidy and secured before vacating the premises.
5. The User will ensure that its use will comply with Victorian Government policies applicable to use of school premises.
6. The User must ensure (at the User’s own cost) that the use of school premises and/or facilities under this Agreement is fully insured under public liability insurance.
7. If the premises are not available for use as specified in item 3 and the User has paid in advance, Williamstown Primary School will refund part of the licence fee, calculated pro rata, but will not additionally compensate the User.
8. Williamstown Primary School, on giving at least two weeks’ written notice to the User at the User’s above address, in the exercise of its absolute discretion for any reason whatsoever may terminate this Agreement. Compensation for termination will be limited to a pro rata refund of any fees paid in advance.
9. The User must ensure that school premises or facilities are not altered or damaged as a result of or in connexion with this Agreement.
10. The User will reimburse Williamstown Primary School, within 14 days of demand, the total expense incurred by Williamstown Primary School in repairing any damage (apart from fair wear and tear) to school premises or facilities arising from the use of the school premises.
11. The User must ensure that no neighbouring occupier and no legitimate user of the school premises is disturbed by or as a result of this Agreement.
12. The User releases and indemnifies Williamstown Primary School and the State of Victoria and all persons acting on their behalf from and against liability, including negligence, for all loss and injury, except loss or injury for which Williamstown Primary School or the State of Victoria is mainly liable, sustained by the User or any other person in the performance of, or in connection with, this agreement.
13. This Agreement may not be assigned without the written consent of Williamstown Primary School.
14. Any variation to this Agreement must be in writing signed on behalf of both parties.
15. The User must, in performing its obligations under this Agreement, comply with all relevant statutes, regulations, by laws and requirements of any Commonwealth, State, Territory or local authority, and must comply with all relevant State of Victoria and Department of Education and Early Childhood Development policies and procedures.

## Schedule



Item 1 – School Premises:

(describe area of school premises to be used, or attach plan as Annexure to this agreement.)

Item 2 – School Facilities:

(identify equipment, if any, to be used.)

Item 3 – Day(s) and Hours of Use:

Item 4 – Purpose of Use:

(specify program/s for young people, or use by sporting/recreational organisation.)

Item 5 – Fee, and how and when payable:

**SCHOOL COUNCIL**

**USER**

SIGNED on behalf of

SIGNED on behalf of

**Williamstown Primary School**

.....

(name of user)

by.....

by.....

(signature of authorised person)

(signature of authorised person)

.....

.....

(print name)

(print name)

the ....day of .....20....

the .....day of.....20....

in the presence of:

in the presence of:

.....

.....

(witness signature)

(witness signature)

.....

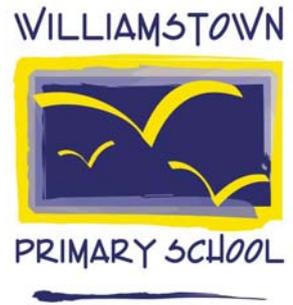
.....

(print name)

(print name)

Appendix 3

**WILLIAMSTOWN PRIMARY SCHOOL  
LICENCE TO USE SCHOOL FACILITIES  
PART 1 - INTRODUCTION**



This Licence comprises the following 5 parts -

- (i) Part 1 This lists the parts of the licence and the basic responsibilities of the parties.
- (ii) Part 2 This is the signature section which both parties must sign and complete.
- (iii) Part 3 This part contains the relevant details (to be inserted) such as the licensed facilities, licence fee etc.
- (iv) Part 4 This contains the general conditions of the licence.
- (v) Part 5 This is reserved for any special conditions or annexures to be attached

The licensee named in Part 2 agrees to hire the licensed facilities and to comply with the terms and conditions of this licence.

By signing Part 2, the parties agree to enter this licence.

**PART 2 - SIGNATURE SECTION**

**THE LICENSEE**

SIGNED BY/ON BEHALF OF THE LICENSEE

This ..... day of ..... 201..

Licensee's name .....

.....

.....  
(Signature of, or on behalf of, the Licensee)

.....  
(Print name of person signing above)

**THE SCHOOL COUNCIL**

SIGNED ON BEHALF OF THE SCHOOL COUNCIL

This ..... day of ..... 201..

Williamstown Primary School Council

.....

.....  
(Signature on behalf of the council)

.....  
(Print name of person signing above)

### PART 3 - DETAILS OF LICENCE

#### SCHOOL COUNCIL'S DETAILS

The school council's name is in Part 2.

Address of school council: ...Cecil Street, Williamstown, Victoria 3016.....

Telephone ..9397 1248..... Email address .....

Facsimile ..... ABN .....

The school council's representative  
for the purpose of the licence is .....

(Note - the school council representative is also entitled to issue directions referred to in the licence to the licensee, and is the person to whom the licensee will issue any notices)

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#### LICENSEE'S DETAILS

The licensee's name is in part 2.

Address of licensee: .....

Telephone ..... Email address .....

Facsimile ..... ABN .....

The licensee's representative  
for the purpose of the licence is .....

Note - the licensee's representative is also entitled to issue directions referred to in the licence to the school council, and is the person to whom the school council will issue any notices

\_\_\_\_\_

**DETAILS OF LICENSE**

**Facilities Hired:** .....

**Purpose of Hire:** .....

**Dates of Hire:**.....

**Times of use of Hired Facilities:**.....

**Licence Fee**.....

**Additional costs for which the licensee is liable (e.g. electricity) .....**

.....

**How & when will the fee & costs be paid ?**

.....

**Security Deposit .....**

**Special Conditions - refer to PART 5**

**Has evidence of current insurance been sighted? - (Note: public liability insurance is required)**

.....

## PART 4

### GENERAL CONDITIONS OF LICENCE

#### 1. DEFINITIONS

In this licence:

**'Licence'** means Parts 1 to 5 of this document together with any annexures;

**'Licensed facilities'** means the premises or facilities hired and described as such in Part 3;

**"Licensed premises"** means the premises hired and described as such in Part 3;

**'Licence Fee'** means the amount described as such in Part 3;

**'Licensee'** means the party described as such in Part 3 and includes the licensee's employees and, where more than one licensee is described in Part 3, means all of the licensees jointly and severally;

**'Special conditions'** means the conditions, if any, described as such in Part 5;

#### 2. TERM - COMMENCEMENT AND DURATION

The licensee is authorised to use the licensed facilities on the dates and times, and for the purpose stated in part 3.

#### 3. GENERAL OBLIGATIONS OF THE LICENSEE

The licensee shall:

- (a) use the licensed facilities in accordance with this licence and comply with this licence.
- (b) pay to the school council the licence fee at the times and in the manner stated in Part 3.
- (c) follow all instructions of the school council's representative in respect of the performance by the licensee of its obligations under this licence.
- (d) cooperate fully with the school council and act in good faith towards the school council.
- (e) not do anything that is, or may be, dangerous, annoying or offensive, or that may interfere with tenants or other licensees or people using the school including students.
- (f) not use or occupy any other part of school except the licensed facilities unless otherwise permitted by this licence.
- (g) comply with the Law
- (h) maintain insurance in accordance with this licence.
- (i) only use the licensed facilities for the use specified in Part 3.
- (j) promptly report to the school council any damage to or accident in the licensed facilities.
- (k) keep the licensed facilities clean and tidy and in good condition and repair.
- (l) if requested by the school council -
  - (i) ensure that the licensee and the licensee's employees or invitees engaged in using the licensed premises undertake a police records check; and
  - (ii) bar a licensee's employee or licensee's invitee from using the licensed premises. Where the school council requires a licensee's employee or licensee's invitee to be barred, such action shall be deemed not to be a breach of this licence and the

licensee will not be entitled to any compensation or damages arising from the same,

- (m) ensure that all external doors and windows are secured and locked and all lights extinguished at the conclusion of the use of the licensed premises.

#### 4. **GENERAL OBLIGATIONS OF THE SCHOOL COUNCIL**

- (a) The school council shall provide to the licensee the licensed facilities in accordance with this Licence.

#### 5. **THE SCHOOL COUNCIL SERVICES**

- 5.1 If the school council supplies any services to the Licensed facilities (for example: air-conditioning, elevators), the school council must do all the school council reasonably can to ensure that they are working efficiently during the school council's normal hours of operation. However, if any of the services do not work efficiently, the school council is not liable to compensate the Licensee and the Licensee cannot end the Licence if the school council does not ensure that the said services are working efficiently.

- 5.2 The school council may enter the Licensed premises at any reasonable time during the period the Licensee is entitled to use them to;

- (a) inspect or carry out maintenance, repairs or perform building works;
- (b) show the premises to prospective licensees.

#### 6. **THE SCHOOL COUNCIL MAY DO THINGS ON THE LICENSEE'S BEHALF**

The school council may carry out any of the Licensee's obligations on the Licensee's behalf if the Licensee does not carry out its obligations on time, (for example: if the Licensee does not do repairs in accordance with this Licence). The Licensee must promptly reimburse the school council the costs of doing this.

#### 7. **LICENSED FACILITIES NOT AVAILABLE BY DUE DATE**

If the licensed facilities are not available by the due date or on any of the hired dates because of damage, destruction or works needing to be done -

- (a) the school council may offer the licensee alternative facilities, however nothing herein obliges the school council to offer the alternative facilities and nothing obliges the licensee to accept the alternative facilities, and
- (b) the licensee shall be entitled to a refund of the hiring fee but no other compensation or damages.

#### 8. **USE OF OTHER AREAS**

- 8.1 The Licensee shall be entitled to enter and leave the school for the purpose of and solely to allow access to the Licensed facilities.

- 8.2 The school council may, in its absolute discretion, permit the Licensee to utilise other areas of the school (i.e. car parks) for the purposes of the Licensee's use of the Licensed facilities.

#### 9. **ALTERING THE LICENSED FACILITIES**

**Without the prior written consent of the school council, the licensee shall not re-design the interior of, build a partition in, or do any other building work in the licensed premises. Notwithstanding any such consent or works, the rights of the licensee will rest in contract only and the works will not create in or confer or grant upon the licensee or any other person (either jointly or severally) any tenancy or any estate or interest for a term of years or otherwise whatsoever in the Licensed premises.**

#### 10. **SECURITY DEPOSIT**

- 10.1 If Part 3 provides for a security deposit, the Licensee must give the school council a bank cheque for the amount in Part 3 prior to the use of the facilities.

10.2 The school council must hold the security deposit as security for the Licensee complying with this Licence. The school council may deduct any part of the secured sum to recover any loss by the school council due to the Licensee's breach of this Licence.

10.3 When the Licence ends and the Licensee has:  
 (a) vacated the licensed facilities, or  
 (b) returned the licensed facilities; and  
 (c) complied with all of the Licensee's obligations under the Licence,  
 the school council must return the security deposit to the Licensee unless it is needed to recover the school council's loss in which case the security deposit may be retained to the extent of the school council's loss.

#### 11. **ASSIGNMENT AND SUB LICENSING**

The Licensee shall not assign this Licence in whole or in part or sub licence any part of the Licensed facilities or any part of the Licence without the prior written consent of the school council and the school council shall be under no obligation to grant any such consent.

#### 12. **RELEASE AND INDEMNITY**

12.1 The licensee uses the licensed facilities at the licensee's own risk.

12.2 The licensee releases the school council or any of its members, employees, servants or agents from any action or demand due to any damage, loss, injury or death occurring in the licensed facilities or in the school except to the extent that the damage, loss, injury or death was due to an act of negligence by the school council or any of its members, employees, servants or agents.

12.3 The licensee hereby indemnifies and will keep indemnified the school council and its members, employees, servants and agents and the State of Victoria and its employees, servants and agents against all claims and proceedings issued against any one of more of them by a third party, including claims and proceedings in respect of -

- (a) personal injury, death or property damage,
- (b) negligence, defamation, nuisance, trespass, or any civil wrong,
- (c) the wrongful detention of, interference with or conversion of goods,
- (d) a breach of any right conferred or obligation imposed by legislation including legislation relating to intellectual property, anti discrimination and occupational health and safety, and
- (e) any other matter that gives rise to a claim or proceeding at the suit of a party,

arising out of the use of the licensed facilities by the licensee or the licensee's invitees, officers, employees, servants or agents.

12.4 The liability of the licensee under this clause is reduced to the extent that the facts on which the claim or proceeding is based were due to negligence of the school council or any of its members, employees, servants or agents.

12.5 It is not necessary for the school council or the State of Victoria to incur expense or make payment before enforcing a right of indemnity conferred by this licence.

#### 13. **INSURANCE**

13.1 The licensee shall effect by the date of hire and in respect of its use of the licensed premises PUBLIC LIABILITY INSURANCE, which provides the licensee with at least \$10,000,000 (ten million dollars) cover per event against liability arising from an injury to or death of a person, or damage to or destruction of property

13.2 Upon request by the school council, the licensee shall provide the school council with proof of compliance with the previous subclause including the provision of copies of the terms of relevant policies of insurance and certificate evidencing currency of insurance.

#### 14. **TERMINATION**

14.1 This Licence may be terminated by the school council on informing the Licensee and without any further notice to the licensee if the licensee or any of his or her invitees or persons on the licensed premises engage in illegal, offensive, violent or threatening behaviour. In exercising this right no prior notice of intention to exercise this right is required.

14.2 In the event the school council terminates this Licence under clause 14.1, the rights and liabilities of the parties shall be as if the school council and the Licensee had agreed to end the Licence at the date of termination and mutually released each other from any claims arising from such earlier termination.

14.3 This licence may be terminated by the school council for any reason whatsoever on giving 2 weeks notice to the licensee. The termination may be due to causes outside the council's control (for example if the premises are required for a State election) or the needs of the school, or the council not wishing for any reason to continue with the licence. In the event this licence is so terminated by the school council, then the council shall refund any moneys paid by the licensee in respect of the unexpired portion of the licence and the licensee shall not be entitled to any further compensation.

14.4 Except as provided in clause 14.3, the licensee shall not be entitled to any compensation or damages in the event that the school council terminates or purports to terminate this licence other than in accordance with its rights to do so under clause 14.

**15. NOTICES**

Any notice given or served by one party upon the other party pursuant to this Licence shall be in writing and may be given by facsimile transmission, certified mail or hand to that party at the address described in Part 3.

**16. VARIATIONS**

No addition to or variation of this Licence shall be of any force or effect unless in writing signed by or on behalf of both parties.

**17. ACTING ON BEHALF OF SCHOOL COUNCIL**

Any right, duty or power (including the right to issue a notice or give any consent) of the school council under this Licence may be exercised by the principal of the school (or the person for the time holding or acting in that position) or any other person authorised by the school council.

**18. ENTIRE LICENCE**

This Licence constitutes the entire agreement between the parties and supersedes any communications or representations made in connection with the subject matter herein.

**19. COMPLIANCE WITH LAWS**

The licensee must, in performing its obligations under this licence and agreement, comply with all relevant statutes, regulations, by laws and requirements of any Commonwealth, State, Territory or local authority, and must comply with all relevant State of Victoria and Department of Education and Early Childhood Development policies and procedures.

**PART 5 – SPECIAL CONDITIONS**