

# HIRE and LICENCE OF SCHOOL FACILITIES POLICY

## Rationale:

Malvern Central School (MCS) has facilities from which the school community and broader community may benefit, through agreement and hire outside of normal school hours for appropriate purposes.

## Aims:

Malvern Central School aims to:

1. enhance community involvement in the school.
2. ensure that hiring arrangements are clearly defined.
3. support school security and reduce vandalism.

## Implementation:

1. Under legislation, school councils are authorised to hire and licence school facilities where these are not required for ordinary school purposes and are to be applied to recreational, sporting or cultural activities.
2. In order to Hire or Licence a school facility, the Application for Hire or Licence of School Facilities (Appendix One) must be completed and submitted to the Principal of the school.
  - a. **Hire Agreements** apply when the community uses a facility on a one-off basis. Appendix Two is to be used for such an agreement.
  - b. **Licence Agreements** apply when the community uses a school facility on a regular basis. Appendix Three is to be used for such an agreement.
3. School Council has responsibility to establish the terms and conditions of use.
4. School Council has decided to hire / licence facilities such as the gymnasium, soccer oval (Spring Rd), netball courts, under the following conditions:-
  - a. That the individuals or organisation hiring / licencing the facilities have taken out Public Liability Insurance and can provide documentation to that effect;
  - b. That a written hiring / licencing agreement is signed by the hirer before use commences
  - c. That the written agreement cover such items as:
    - i. The period of the Agreement, specific times of use, and areas to be used;
    - ii. Contact names and telephone numbers of both parties;
    - iii. Access and security arrangements including arrangements;
    - iv. Damage to property and arrangements to repair any damage;
    - v. Notification arrangements to the hirer / licensee if the school requires the facility during the normal hire period;
    - vi. School Council's right to revoke the agreement at any time;
    - vii. A hiring / licencing fee.
  - d. Priority will be given to activities where a minimum of 50% of participants attend MCS.
5. School Council will respond to any concerns made by the hirer / licensee of unsafe or dangerous equipment, buildings or facilities.
6. School Council reserves the right **not** to hire / licence facilities to groups it does not wish associated with the school.
7. School Council will not charge a fee for the use of facilities by groups associated with the school: eg Parents' Club.
8. The Principal and daily organiser will be the ongoing contact for hiring / licencing school facilities;

9. School Council acknowledges that there is an existing and separate agreement licensing Camp Australia to provide before and after school care which may prevent other uses of school facilities.
10. The hirer / licensee of the school's facilities will be liable for any loss, damage or legal liability incurred and therefore must hold Public Liability Insurance.
11. The Principal will be responsible for administering the 'Hire of School Facilities' Policy, and will be the initial contact for inquiry regarding facility usage.
12. Hire will be at the discretion of the School Council.
13. Bond and hiring /licencing fee must be paid to the school prior to the hirer's activity taking place with the bond being fully refundable, if no damage is incurred as a result of the hiring arrangement.
14. The hire agreement may be terminated by either party by giving 2 weeks' notice in writing and any advance payments repaid to the hirer.
15. After inspection of the facility, the release of the bond will follow one month after the termination of the usage.
16. As per the MCS Smoke Free Policy smoking is not permitted within the grounds or buildings of the school.
17. As per the MCS Working With Children Check policy, any individual or commercial group must provide a valid WWCC to the school prior to any agreement commencing with the involvement of children.
18. Any individual or commercial group using the school's grounds inappropriately or trespassing will, in the first instance be issued a warning and if the behaviour continues, the Principal has the authority under the Summary Offences Act to issue a Trespass Order, banning entry to the school.
19. The Out of School Hours Care program has exclusive access to the Park Street oval and playground area, and any other designated area deemed fair for their usage, between 7:30am to 8:45am and 3:30pm to 6:00pm on school days. However, on some occasions this may be changed at the Principal's discretion due to other school activities.

### Resources:

To obtain an Application Form, please email [malvern.cen@edumail.vic.gov.au](mailto:malvern.cen@edumail.vic.gov.au)

- Malvern Central School Working With Children Check Policy
- DET Guidelines for assessing requests for community use of school facilities.  
<http://www.education.vic.gov.au/school/principals/infrastructure/Pages/facilitiesuse.aspx>  
<http://www.education.vic.gov.au/Documents/school/principals/community/guidelinedfacil.pdf>
- MCS Hire or Licence of Facilities Application Form - Appendix One
- MCS School Council Hire Agreement - Appendix Two
- MCS School Council Licence Agreement - Appendix Three

### Evaluation:

This policy will be reviewed as part of the school's three-year review cycle.

- Review Date: 2020

This policy was last ratified by School Council in: **May 2017**