

HIRE of GIRRAWEEN PUBLIC SCHOOL HALL

GUIDELINES

Rationale:

Girraween Public School is a community resource and community use of school facilities provides benefits to both the school and the community through:

- enhanced co-operation and goodwill between the school and the community;
- the provision of additional extra-curricula learning opportunities;
- better access for the community to state-of-the-art facilities;
- opportunities for the community to become better informed about and participate in the school's operation and activities;
- more effective use of valuable school facilities;
- opportunities for the community to play a positive part in school security through out-of-hours use of the facilities; and
- increased revenue for schools to use on improvements to premises and school resources

Guidelines:

- Community use of school facilities, at Girraween Public School must be consistent with the values and goals of Public Education.
- Community use should not interfere with a school's provision of quality learning programs for its students. It should not be supported by Department of Community funds (e.g. by incurring additional cleaning, maintenance or utilities cost)

Formal Agreements:

Community Use Agreements may be negotiated between the school and community groups following consultation with the Principal, and, if necessary, the School Education Director.

The community use agreements should be for a maximum period of 12 months.

The Girraween Parent and Citizens Association, Girraween School Council, and sub-committees are entitled to free use of school facilities and are not required to enter into a legal agreement. They may, however, require insurance coverage when conducting some activities.

Child Protection

The Department of Education and Community, including its schools, has an obligation to promote the safety and wellbeing of children and young people and to ensure that responsibilities for child protection and welfare are upheld. Principals are required to confirm that community users are aware of their responsibilities and are carefully assessed prior to an agreement being made for the use of school facilities where children and young people are involved or will be present.

- All community users must be directed to the DEC policy website from which they will be able to access Departmental policies related to risk of harm to children and young people
- All main community users will be provided with a *Community Use of School Facilities Child Protection Declaration* form. A signed copy of this form must be attached to every Community Use Agreement
- The Principal must sight all documentation e.g. *Prohibited Employment Declaration* and *Working with Children Check* required of the main user via the *Community Use of School Facilities Child Protection Declaration* prior to signing the Community Use Agreement

Risk Assessment

The Department has a responsibility to ensure that the facilities and equipment that are being made available to the community are safe and in good condition.

Principals must ensure a risk assessment is conducted prior to agreeing to the use of a departmental site by a community user. The risk assessment process must address issues of occupational health and safety and child protection.

This process is also to be undertaken before any agreement to use a site is renewed.

The risk assessment should consider issues such as:

- the proposed use of the site;
- whether the facilities are fit for this purpose;
- whether the proposed use is legal and in keeping with the school's purpose and goals;
- whether the applicant is a suitable person with whom to enter an agreement;
- the roles and responsibilities of the organisers and volunteers;
- the supervision of children in the grounds (including play areas and toilets), car parks and surrounding streets;
- condition of the school grounds and
- emergency medical plans (including access to a phone and first aid qualifications).

It is the Principal's responsibility to assess the risks associated with providing school facilities for the proposed purposes. In this context it is reasonable for the Principal to expect that potential community users will assist by providing information necessary to the risk assessment process. In conducting an assessment the Principal may also seek advice and support from other parts of the Department, including the regional Asset Management Unit (intranet only).

Managing the risks associated with the activity once an agreement has been signed rests with the community user.

Priorities for Community Use

School educational programs must have absolute priority in the use of school facilities and equipment during school hours. In cases where the Principal has to determine priority amongst applicants for the use of school facilities, the following order is to be observed:

PRIORITY*	EXAMPLES
1. Board of Studies	Higher School Certificate
2. Parent body activities	Parents and Citizens Association meetings
3. Departmental and associated groups	Community Language Schools registered with the NSW Community Languages Schools
4. Other not for profit educational services	Incorporated school-based parent operated services
5. Other users	

Notes:

1. There is **no priority implied within the given examples**. If priority needs to be established between users in the same category group, this will be determined by the Principal, who may consult, if necessary, with the School Education Director.

2. The **following take precedence over existing community use arrangements:**

- federal, state and local **elections** where schools are required as polling places; and
- **community disasters** where school facilities are needed to house students or operate as emergency relief centres (subject to the direction of the School Education Director).

Prohibited Use

Schools must not permit their facilities to be used for activities that interfere with student learning or which are considered by the Principal to be inconsistent with the values of Public Education or the school's purpose and goals.

This includes activities that:

- infringe on the delivery of school programs;
- are likely to cause damage or risk to students, school buildings or property;
- create excessive noise or pose a nuisance to nearby residents;
- may involve the use of firearms;
- involve games of chance or gambling, unless a written authorisation or licence has been obtained from the appropriate regulatory authority; or
- are illegal

Smoking is strictly prohibited on all school premises at all times.

Activities that involve the consumption of alcohol are also prohibited at Girraween Public School.

Consultation and Approval

The Principal will determine the suitability of the proposed use of the school's facilities. If, on commencing consultation for the community use of school facilities, the proposed use appears potentially contentious, the Principal should liaise with the School Education Director and/or the regional Asset Management Unit (intranet only). Additionally, the Asset Management Directorate Sites Branch should also be consulted to ensure that there is no title or legal impediment to the proposed community use.

Key groups will need to be involved in the planning of any agreement including:

- the community applicant;
- nearby neighbours that may be impacted;
- the Parents and Citizens Association; and
- local government where a development application or Place of Public Entertainment approval may be required (Refer to Departments Community Use of Facilities Policy).

Community Use Agreements

The sharing of facilities between a school and the community needs to be formalised in a legal agreement to ensure that all parties know their responsibilities and obligations.

School principals may negotiate Community Use Agreements provided they do not exceed 12 months in length.

Suspension or Termination of the Agreement

The school must be able to suspend or terminate the agreement in extenuating circumstances to ensure that emergent school, Departmental or public requirements are met including:

- in disasters where school facilities are needed to house students or operate as emergency relief centres;
- where the facilities become unsafe;
- where an unforeseen essential school need arises requiring exclusive use of the facilities;
- in situations where the activity engaged in by the user is detrimental to the school and its students and infringe on the delivery of school programs; and
- where there has been a significant breach or repeated breaches of the agreed conditions.

Notice of Suspension or Termination

The school will review existing community use agreements at the beginning of Term 4 each year, to determine if the community user should be given the opportunity to renew the agreement for another period. The community user will be advised of this decision in writing.

In certain circumstances the Principal may suspend or terminate the agreement but must refund any relevant fees paid by the community user. The user must be notified in writing where breaches of the conditions of the agreement occur. Where a significant breach or repeated minor breaches of the conditions occur, the Principal may terminate the agreement by giving two week's notice in writing. The notice terminating the agreement will explicitly identify in what ways the conditions of the agreement have been breached.

Community users may terminate the agreement at any time by giving one month's notice in writing. Should there be no default by the community user at the date of termination, the Principal shall refund any fees paid for a period beyond the termination.

Insurance

- The hirer of school facilities must produce evidence of the hirer's public liability insurance which provides appropriate coverage for the hirer of **at least \$10 million**.
- The School Principal may exercise discretion to hire school facilities to a hirer under a Community Use agreement notwithstanding that the hirer does not have public liability insurance, if the use is of a non-commercial nature and the School Principal is satisfied that the use is of a low risk nature.
- It is important that the Parents and Citizens Association has adequate insurance to ensure that it is protected against possible litigation when running an event at the school e.g. a school fete. The Federation of Parents and Citizens' Associations can provide further advice on this matter.

Cleaning

Cleaning resulting from community use must not incur any extra expense to the school or the Department over that incurred by the school's normal cleaning routine. Where an extra expense is incurred as the result of community use, the cleaning must be arranged and paid for by the user.

Safety and Security

- The hall can be accessed through the driveway from Bando Road. The car park is available to staff / volunteers, although use by students and families is to be discouraged due to safety concerns.
- The community user must ensure that all doors and windows are secured and locked and all lights are turned off when finished using the facility;
- All keys must be collected and returned to the school office and all community users will be required to sign for the keys.
- The community user will be issued with their own code for the alarm, and the community user is responsible for activating the school's alarm system when the community user has finished using the facility.
- Supervision of community members who are using the facility will generally be the responsibility of the community user; and
- Community users must ensure that community members follow expected standards of behaviour to ensure facilities are not damaged
- In cases of emergency community users should contact Mark Gosbell (Relieving Deputy Principal) on 0408827318, School Security Unit. on 96722030 and in the case of a major incident the Police and School Safety and Response Unit 1300 363 778

Community users should immediately report to the Principal any damage or accident occurring.

Damages

Malicious damage to property and equipment caused by any user group or its invitees must be paid for by the user group. All damages should be reported to the school and a formal statement recorded as to the circumstances as part of general Occupational Health and Safety procedures. Appropriate action should then be taken to rectify the damage and manage the risk.

HALL HIRE RATES for 2013/2014

The rates for hall hire are as follows:

The minimum rate per hire is for 3 hours and costs will differ depending on the non profit or for profit status of the community user.

Rate per hire for non profit = \$100 for 3 hours + GST, extra time can be purchased at \$30 per hour + GST

Rate per hire for profit = \$150 for 3 hours + GST, extra time can purchased for \$50 per hour +GST

Security Deposit

A security deposit of \$200 is required for the hire of the hall and will be returned providing the conditions of agreement have been met. However, if equipment or facilities are damaged the security deposit is non-refundable. Should you have any other issues or concerns regarding the hire of the Girraween Public School Hall please contact the school office on 9631 3650.

Sound system

Availability of sound system with hall hire subject to availability of resources. The rate for the hire of sound system in addition to the hall hire shall be \$200 per event.