

SHARING OF SCHOOL FACILITIES PROCEDURES

Implementation document for the Sharing of School Facilities policy

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2.0.0	01/10/2021	Reformatted document to reflect renaming of the Community Use of School Facilities policy to Sharing of School Facilities policy, incorporating content from the Joint Use of School Facilities and Land policy and the Mobile Telecommunications Facilities policy, and moving the instructions for advertising on the school perimeter from the Commercial Arrangements – School-Based Activities policy.	Chief Executive, School Infrastructure NSW

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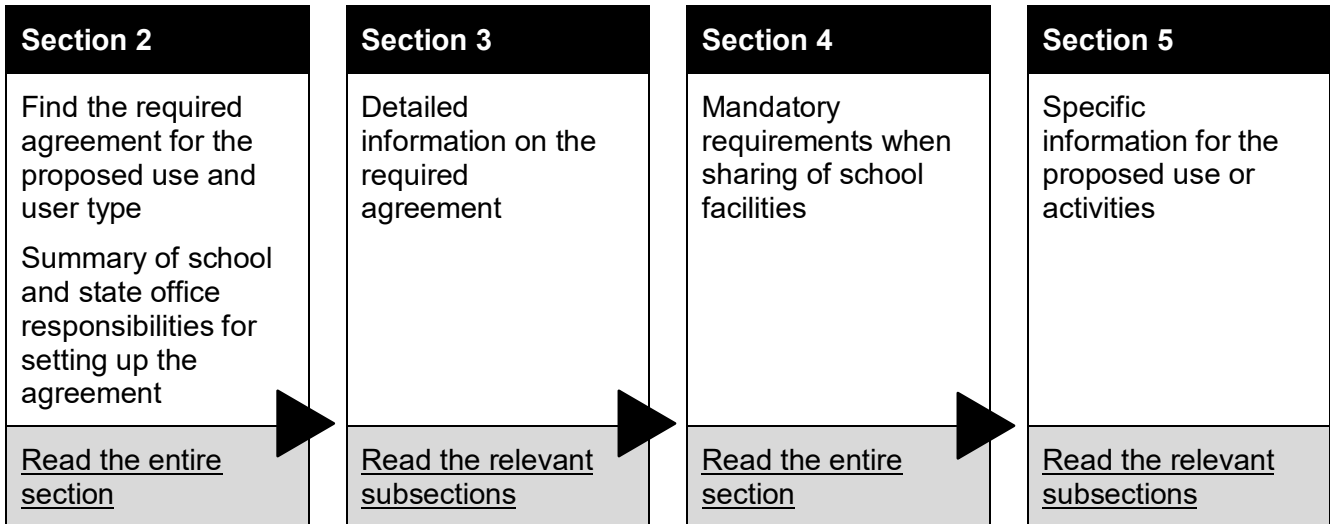
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1 About this document

Read this document in conjunction with the Sharing of School Facilities policy.

Principals must be aware of all relevant provisions in this document before entering into any agreement for using school facilities. Principals do not have delegation to sign leases, licences, owner consents and property or title agreements.



2 Sharing school facilities

The Department of Education encourages community members to use school facilities for appropriate purposes when they are not required by the school or the department.

Principals should allow the sharing of school facilities where:

- it does not interfere with school operations
- the use is in the school community's best interest
- it does not result in a financial burden on the school or the department.

As a minimum, users must cover costs associated with using the school's facilities, unless otherwise noted in this document. Treasury Direction 469.01 requires the department to obtain market value on the leasing of government assets.

Principals should consult with the school community when considering an application for community use of school facilities.

Community users must not access schools without the appropriate signed agreement in place (excluding visitors of authorised users). Parents & Citizens Associations must also enter into an appropriate agreement or arrangement with the school principal to use school facilities.

Unless attending as visitors or as users under the Share Our Space program, community members must not access schools without the appropriate signed agreement in place.

2.1 Common activity types

School facilities may be shared with the community for a range of activities.

Table 1 Examples of the shared use of school facilities

Section reference	Use	User type	Written agreement required
<u>5.1</u>	<p>General community use (one-off event or regular booking for up to 12 months)</p> <p>Examples:</p> <ul style="list-style-type: none"> - sporting activities (basketball, swimming, football, athletics) - fitness activities (aerobics, Zumba, martial arts classes) - art classes (drama, dance classes) - hobby group meetings (cooking, book club) - religious group meetings - community group meetings (Scouts, professional teacher associations, Aboriginal Education Consultative Group) - private coaching (band or subject tutoring) - parents and citizens fundraising events (car-boot sales, fetes) - function hire for social events. 	<p>Individual</p> <p>Community group</p> <p>Not-for-profit organisation</p> <p>Very small, commercial operator (no more than two people employed by the hirer)</p>	Community use agreement

Section reference	Use	User type	Written agreement required
5.2	Parents and citizens (P&C) association meetings	P&C association	With principal approval, no written agreement or fees are required.
5.3	Advertising on the school perimeter	Not-for-profit organisation Commercial operator	Advertising agreement
5.4	School canteens	School P&C association Commercial operator	Licence, if operated by the P&C association or a commercial operator
5.5	Community languages schools	Community group Community languages school	Community use agreement
5.6	Voting centre or polling station for federal, state or local government electoral events	State or federal electoral commission	Electoral commission agreement
5.7	Joint use of a school asset with shared construction and maintenance	Local government Other government organisation Private organisation	Joint use project agreement
5.8	Markets	P&C association Not-for-profit operator Commercial operator	Licence
5.9	Installation of mobile telecommunications facilities	Commercial operator	Lease
5.10	Other commercial activities and/or for use for a period of greater than 12 months	Commercial operator Not-for-profit operator	Lease or licence
5.11	Outside school hours care, preschool, long day care and occasional care	P&C association/parent-run service Not-for-profit operator Commercial operator	Licence
5.12	Share Our Space program (Community access to play areas during school vacation periods)	Community member	Not required
5.13	School uniform shops	School P&C association Commercial operator	Licence if operated by a commercial operator

Activities that involve an external party using school facilities must comply with the mandatory requirements outlined in [Section 4](#).

Key responsibilities ready reckoner

Table 2 Table of agreement types and key responsibilities

Type of agreement or activity	Principal	State office
<u>Advertising agreement</u>	<ul style="list-style-type: none"> • approves advertising on the school perimeter where the proposed value is up to \$10,000 (excluding GST) • ensures that an advertiser has the necessary approvals from the local council, or other authorities, to display the advertising material. 	School Infrastructure NSW (SINSW) Procurement Solutions directorate: <ul style="list-style-type: none"> • approves state wide agreements • approves agreements that exceed \$10,000 (excluding GST) in value • provides advice on what represents fair exchange of value in an advertising agreement.
<u>Community use agreement</u>	<ul style="list-style-type: none"> • prepares, approves and manages community use agreements. 	EDConnect provides support and advice on preparing and managing community use agreements.
<u>Licence or lease</u>	<ul style="list-style-type: none"> • contacts SINSW Asset Management Unit (AMU) in the first instance to request the preparation of a lease or licence • manages the operation of the lease or licence that has been prepared and approved. 	SINSW <ul style="list-style-type: none"> • prepares and approves leases and licences • consults with the principal on local/operational issues • suspends or terminates leases and licences following the principal's advice.
<u>Outside school hours care, occasional care, long day care and preschools</u>	<ul style="list-style-type: none"> • determines if a service is needed • provides information to SINSW contract managers to begin the process of establishing a service • participates in the provider selection process. 	SINSW AMU: <ul style="list-style-type: none"> • manages the tender process to select a provider (if required) • determines the licence fees • prepares and executes the appropriate licence.
<u>Joint use agreement</u>	<ul style="list-style-type: none"> • refers proposals for joint use agreements to the Director, Educational Leadership who will consult with the local SINSW AMU and the Asset Activations directorate • manages the facility's day-to-day operations within the parameters of the project deed/licence. 	SINSW: <ul style="list-style-type: none"> • prepares and executes the project deed and subsequent licence • manages the licence operation.
<u>Mobile telecom- munications facilities</u>	<ul style="list-style-type: none"> • responds to proposals to locate mobile telecommunications facilities on or near school grounds in consultation with the school community. 	SINSW AMU supports principals in responding to proposals to install mobile telecommunications facilities on or near school grounds SINSW determines whether leases or licences should be renewed in consultation with principals, noting the difficulty in removing facilities once installed.
<u>Share Our Space program</u>	<ul style="list-style-type: none"> • promotes the program to their school community via the school's web site, newsletter and social media • works with local AMU to identify a suitable site for signage and access • reviews the property at the end of the holidays in preparation for school resuming. 	SINSW Asset Activations is responsible for program delivery, including: <ul style="list-style-type: none"> • responding to program enquiries • external cleaning of participating schools while the program is operating • additional security provided to schools as part of the program.

The Director, Educational Leadership, in association with School Infrastructure NSW, supports the principal in dealing with any issues that cannot be resolved at the school level.

All property-related matters must be referred to the local Asset Management Unit in the first instance, for example:

- requests for owner consent
- acquisition notices
- purchase requests
- lease/licence breach notices
- council property notices
- restriction on use of land, covenants, easements, rights of way and any other changes to title.

3 Types of agreements

This section describes the type of agreements, licences or leases that are used to document the use of school facilities by a community user. Refer to [Section 5](#) for details of the most common types of activities for which external parties use school facilities.

3.1 Advertising agreement

Principals will prepare an advertising agreement for an external party to advertise a product or service on an outward facing part of the school perimeter.

The principal prepares and signs [advertising agreements](#) where the proposed value is up to \$10,000 (excluding GST). School Infrastructure NSW prepares and approves agreements that exceed \$10,000 (excluding GST) in value.

Principals requiring further information should contact EDConnect or their local asset services officer (Asset Management Unit).

3.2 Community use agreement

Use community use agreements when not-for-profit organisations, P&Cs or very small commercial enterprises hire school facilities for 12 months or less. A 'very small' commercial enterprise typically only has up to two employees and a single location for the delivery of services.

The arrangement may be renewed at the expiry of the agreement, at the principal's discretion (not the user's) and provided the renewal is for a period not exceeding 12 months. The community user must enter into a new community use agreement for each renewal.

Schools must use the [community use agreement template](#). It must be completed and signed by the principal and the community user. The agreement may also be completed via the [online management system \(staff only\)](#).

Do **NOT** use a community use agreement where:

- the school facilities are to be used to operate a [school canteen](#)
- the facilities are to be used for [state, federal or local government electoral events](#)
- there is a proposed [joint use](#) of facilities with a financial contribution towards the constructing or upgrading of school facilities from an external party
- the facilities are to be used to operate [markets](#)
- a [mobile telecommunications facility](#) is proposed to be installed on the school premises
- the school facilities are to be used for [outside school hours care, preschool or long day care](#)
- the facilities are to be used under the [Share Our Space](#) program by individual users
- the school facilities are to be used to operate a [uniform shop](#).

A community use agreement as described in [Section 4.9.2](#) must be referred to School Infrastructure NSW (local Asset Management Unit) for advice on the fees to be charged.

3.3 Licence or lease

A licence or lease must be prepared by School Infrastructure NSW when the proposed period of use or activity exceeds 12 months or where the use is of a commercial nature. Leases and Licences may only be signed by the Minister's delegate within School Infrastructure NSW.

Activities of a commercial nature are run by for-profit organisations that have:

- substantial business turnover
- multiple locations for delivery of services
- more than two employees.

Some examples for when a lease or licence must be used include:

- early childhood education services (outside school hours care, preschool, long day care)
- canteens
- uniform shops and use of school logos on uniforms
- markets
- other uses (such as the hiring of ovals to sporting organisations, the provision of access to a school's catering or accommodation facilities or enabling an allied health provider to provide services at a school site outside school hours)
- when the user will have exclusive use of the school facilities.

A licence does not generally provide exclusive use of the school facilities. For example, an outside school hours care service that operates from the school hall at agreed times only.

The principal will determine if the proposed use is appropriate and refer the request to School Infrastructure NSW Asset Management Unit.

School Infrastructure NSW is responsible for preparing and approving licences and leases.

3.4 Joint use agreement

Use a joint use agreement when an external party proposes to jointly construct or modify a school facility in exchange for shared use. The first step is for School Infrastructure NSW to develop a heads of agreement, which will outline the negotiated terms and conditions for joint use projects on existing and proposed facilities, before any construction or joint use begins.

Joint use proposals on new school facilities will require a project deed to progress the heads of agreement to a formal legal agreement. School Infrastructure NSW will need to draft a separate licence for joint use.

Principals must consult on all joint use agreements and project deeds with their Director, Educational Leadership, who will liaise with the local Asset Management Unit (AMU) and School Infrastructure NSW Asset Activations directorate.

Through consultation with principals and the local AMU, a formal joint use project agreement such as a lease or licence will be entered into by all parties based on the heads of agreement.

School Infrastructure NSW prepares and executes the project deed and subsequent licence and manages the licence operation. The Minister's delegate within School Infrastructure NSW has authority to sign joint use agreements such as project deeds, heads of agreement, leases and licences.

3.5 Externally funded service providers engagement agreement

Externally funded providers may request access to school sites to provide health, disability and wellbeing services to students.

These services are initiated and funded by arrangement between the student's parents or carers and the provider. The principal will determine if it is appropriate for the service to be provided at the school.

Where these services take place during school hours, the provider is to enter into an External Provider Engagement Agreement with the school.

Schools should refer to the information package on externally funded service providers for more information and to access an agreement template.

The External Provider Engagement Agreement must not to be used where services are delivered on school sites before or after school hours. Depending on the user, these services would fall under a community use agreement (section 3.2) or a licence or lease (section 3.3).

Requests for further information may be sent to ExternalProviderFeedback@det.nsw.edu.au.

4 Mandatory requirements

Activities that involve an external party or community user using school facilities must comply with the mandatory requirements outlined in this section.

4.1 Appropriate use of facilities

Users cannot access school facilities for activities that interfere with student learning or that the principal considers to be inconsistent with the values of public education or the school's purpose and goals.

Users may need to check and obtain development approval if they plan to use the school facilities for purposes outside of those permitted in the council's local environment plan for the school site. A lease/licence, project deed or advertising agreement should include conditions requiring the community user to obtain development approval and to provide a copy of the council's determination to the principal before they can commence the use.

4.2 Smoking and alcohol consumption on school premises

The department reserves the right to prohibit alcohol consumption on department-owned land as a condition of leases and licences at its sole discretion.

The department's Drugs in Schools policy outlines the rules for use of tobacco, e-cigarettes and alcohol on school premises.

Smoking is strictly prohibited on school premises at all times.

Alcohol must not be consumed on or brought to school premises during school hours. Outside of school hours, principals may approve consumption of alcohol on school grounds if:

- the school's parents and citizens association executive is consulted and agrees
- the community users serving alcohol have the appropriate liquor licence from Liquor and Gaming NSW
- all children present are accompanied and supervised by a parent or carer, and
- those consuming alcohol agree to act in a socially responsible manner that would set a good example to children.

Principals must note the permission for alcohol to be consumed on school grounds and any limitations in the additional/special conditions section of the community use agreement.

4.3 Child protection

Child protection compliance is a mandatory requirement for community users in all agreements, leases and licences where children and young people are involved or will be present. Principals are to advise community users that they are responsible for meeting their obligations regarding child protection legislation. Community users are responsible for ensuring they are aware of and comply with any requirements of the child protection legislation including:

- Child Protection (Working with Children) Act 2012
- Child Protection (Working with Children) Regulation 2013.

This section does not apply to where children and young people will not be involved and will not be present.

To ensure community users comply with all legislative requirements relating to the protection of children and young people from abuse and neglect, the community user must provide the principal with a signed Community Use of School Facilities Child Protection Declaration before signing any agreement, lease or licence.

4.4 Cleaning

The department will pay for cleaning where the facility is cleaned as part of the school's scheduled cleaning program. If additional cleaning is required after a user has used a school facility, the principal will arrange for it and the user will pay for it.

4.5 Commercial operation

A commercial activity requires a lease or licence to be in place. Principals must refer the proposed commercial activity to School Infrastructure NSW for advice. Refer to section [4.9 Fees and income](#) for more information about when to contact School Infrastructure NSW.

4.6 Contract management

4.6.1 Dispute resolution

Disputes between the school and the community user should be resolved at the school level where possible.

If the matter cannot be resolved locally, the school or the community user should refer the issue to the Director, Educational Leadership. Where necessary, use an interpreter service to facilitate effective communication.

The [Complaints Handling policy](#) must be used to manage complaints.

Schools must keep records of concerns raised by the school, the community or the community user and of what action was taken and the resolution.

In exceptional circumstances and if a notice relating to a property matter is received (or required to be issued), the Director, Educational Leadership may refer the matter to School Infrastructure NSW.

4.6.2 Rejecting an application

Where an application to use school facilities is declined, the principal must keep a record of the reasons for declining the application.

4.6.3 Suspending or terminating an agreement

Any agreement, lease or licence may be suspended or terminated as provided by the terms of the relevant document to ensure that the school's, departmental or public requirements are met. These include:

- in the event of a disaster, where school facilities are needed to house students, provide community accommodation or to operate as emergency relief centres
- a school is to be used for a federal, state or local government electoral event
- an unforeseen essential school need, requiring exclusive use of the facilities
- the school is closed and the land is scheduled for disposal
- the facilities become unsafe or the activity to be undertaken poses a threat to safety
- the user activities are detrimental to the school and its students
- public health orders prohibit or restrict use
- the community user significantly breaching or repeatedly breaching the agreed conditions
- a children's services provider losing regulatory approval.

The principal may suspend or terminate a community use agreement, an advertising agreement or an external provider engagement agreement.

Principals must keep records of matters the department may wish to rely on in terminating a lease or licence. The department is unable to issue breach notices or action termination requests for leases and

licence without evidence of the matter. Principals must refer the requested suspension or termination of a licence or lease to School Infrastructure NSW in the first instance.

Only the Minister's delegate within School Infrastructure NSW may terminate leases and licences and issue notices. School Infrastructure NSW determines the information to be included in such notices.

For community use agreements, the community user must be provided with written advice by the principal that includes the reason for the suspension or termination. If the termination is not on the basis of a breach by the community user, the department can terminate the community use agreement by giving two week's written notice.

The community user may also terminate a community use agreement by giving two week's notice in writing.

Should there be no default by the community user at the date of suspension or termination, any fees paid for the period of the suspension or for a period beyond the termination will be refunded.

4.7 Damage to property

The user will pay for any damage that occurs to property and equipment while they are using it, unless stipulated otherwise in the agreement, lease or licence terms.

Community users must also immediately report to the principal any damage or accident occurring during the use of school facilities.

In the event of damage to property by the community user, the community user would claim from their own insurer. If uninsured, the community user may be left with costs to pay. The department's insurer (Treasury Managed Fund) would respond for the school/department, but then seek to recover costs from the community user or their insurer. Refer also to section [4.11 Insurance](#).

4.8 Development applications

Some activities may require council development approval before commencing.

The user is responsible for determining whether development consent is required and obtaining development consent if needed. The Minister's delegate within School Infrastructure NSW must provide owner's consent to lodge Development Applications except for demountables, signage and Asset Management Unit minor program works, which may be signed by Asset Management Unit directors.

4.9 Fees and income

4.9.1 Advertising agreements

The principal must contact School Infrastructure NSW Asset Management Unit for advice on the market rate to be charged.

4.9.2 Community use agreements

Principals determine the fee payable by not-for-profit users using the school site under a community use agreement. Refer to the [schedule of fees](#) for not-for-profit users as a guide.

Principals will need to ask School Infrastructure NSW Asset Management Unit for advice on fees to be charged for community use that meets any of the following criteria:

- an agreement that is being renewed beyond a 12-month period
- the proposed activity is a commercial operation
- the proposed use of the school facilities is for more than 14 hours in a week

- the proposed use is for more than half of the school site or buildings
- the proposed use prevents other community users from accessing the school for more than one day of the week
- the hirer intends to 'sub-hire' to other hirers (note that sub-hire under community use agreements is prohibited)
- the principal determines that the scheduled fee is considered insufficient and chooses to seek a market rate
- the scheduled fee charged does not cover the additional cost of the agreement
- the agreement would prevent another proposed lease or licence to operate at market value
- the hirer will gain a significant commercial advantage from the agreement.

Principals may consider providing a discount on fees for the school's parents and citizens (P&C) association for activities other than meetings, annual general meetings and fund-raising events that will be provided free of charge.

Additional fees may also be charged for equipment that the community user requires, considering cost of maintenance, cleaning and replacement.

Free community use is granted to the Aboriginal Education Consultative Group, professional teachers' associations and the Adult Migrant English Service.

Community languages schools funded by the Community Languages Schools Program are also entitled to free use of school facilities during school terms. Refer to [Section 5.5](#) for more information.

4.9.3 Leases and licences

School Infrastructure NSW sets standard fees for outside school hours care (OSHC) licences, including early childhood education and care service operations.

Treasury Direction 469.01 requires the department to obtain market value on the leasing of government assets. Where School Infrastructure NSW has not set standard fees, it will determine the appropriate market fee to be charged in the lease or licence.

The user will pay for any legal fees incurred in the preparation of leases and licences.

4.9.4 Security deposit

Principals may ask a community user to pay a refundable security deposit for community use agreements. This is an upfront payment that the school may keep if the user does not comply with the terms of the agreement. It may also be used to cover the cost of lost or damaged property.

As a guide, the security deposit should represent 5% of the value of the community use agreement, or a larger amount where fees have been waived.

A bank guarantee may be required upon the signing of a license or lease. The lease or licence will specify the methods in which this may be satisfied.

4.9.5 Income

Schools need to manage income from the community use of facilities in accordance with procedures set out in the [Finance in Schools Handbook \(staff only\)](#). Schools must report revenue from the use of school facilities in their annual financial statements and may determine how to use the revenue.

4.10 Information security

Community users must not gain access to the department's information assets in electronic, paper, audio or video form. These include records and work products of department employees and students. Refer to the [Information Security policy](#) for advice.

4.11 Insurance

The community user must obtain and maintain a broad form liability insurance policy (also known as public liability insurance) during the term of the agreement. The policy must:

- be appropriate to the community user's activities for at least \$20 million for any one occurrence in respect of any liability for personal injury and property damage arising out of, or in connection with, or caused by the community user's occupation and use of the premises and equipment
- be issued by a body corporate authorised to carry on insurance business under the Insurance Act 1973 (Cth)
- note the interest of the State of New South Wales.

The principal may allow the hire of school facilities under a community use agreement without the community user having public liability insurance, if the proposed use is non-commercial and the principal is satisfied that the use is low-risk. If there is a claim as a result of the department's breach of its duty of care, the claim will be against the department's insurance policy.

The department's insurance arrangements do not cover the activity or the participants in that activity if there is no fault of the department. Participation in the activity offered by the community user is essentially at the participant's own risk.

The community user must also obtain and maintain workers compensation insurance with a licensed insurer under the Workers Compensation Act 1987 (NSW) during the term of the agreement for any of their employees who are employed in connection with the use of the premises and equipment.

Separate insurance requirements apply to externally funded providers delivering health, disability and wellbeing services to students on school sites during school hours. These requirements are set out in the External Provider Engagement Agreement (see section 3.5).

Where access is to be provided under a community use agreement, the community user must provide the principal with a copy of, or a certificate of currency for these insurance policies. Should the community user's insurance policy expire during the term of the agreement, the principal should request a copy of the renewed insurance policies or certificate of currency.

Insurance requirements for leases and licences will be determined by School Infrastructure NSW and included in the individual lease or licence.

Principals requiring clarification about insurance matters should contact EDConnect on 1300 32 32 32 for advice.

4.12 Priority of users

School educational programs have priority of use of school facilities and equipment.

Agreements, leases and licences already in place have priority over new applications, except when facilities are required in response to community disasters or when required by electoral authorities (Table 3). Principals need to consider user priorities when assessing competing applications to use school facilities. The priority examples listed in Table 3 below does not indicate the order of priority by which the applications should be assessed.

If needed, the principal determines the priority between users in the same category. The principal may consult with the Director, Educational Leadership and the school community.

Table 3 Priority of users

Priority	User type	Activity/user examples
1	Community disasters	Emergency housing and relief centres (subject to the direction of the Director, Educational Leadership)
1	Electoral authorities	Federal, state and local government electoral events
2	NSW Education Standards Authority	Higher School Certificate examinations
3	Parent body activities	Parents and citizens (P&C) association meetings
3	Children's services providers	Outside school hours care
4	Government organisations including departmental and associated groups	<ul style="list-style-type: none"> - NSW Aboriginal Education Consultative Group (AECG) - Aboriginal Learning and Engagement Centres and Aboriginal homework centres - Adult Migrant Education Program classes - Community languages schools registered with the Community Languages Schools Program - Department programs such as: - Share Our Space - Council programs under joint use agreement - TAFE NSW - Professional teachers' associations, other government schools - Secondary College of Languages
5	Not-for-profit educational services	<p>School P&C associations and other incorporated school-based, parent-operated services</p> <p>Not-for-profit community colleges</p>
6	Other not-for-profit users	<p>Office of Sport – sporting programs</p> <p>Local councils</p> <p>Community theatre groups, dance groups, rotary club meetings</p>
7	Other for-profit users	Commercial karate classes, markets

4.13 Probity

When sharing school facilities, it is important that staff managing agreements, leases and licenses act in an ethical manner. This includes, but is not limited to:

- complying with the department's Code of Conduct, Statement of Business Ethics, Fraud and Corruption Control Procedures and the Values in NSW Public Schools policy
- being aware of, and complying with the Procurement policy

- dealing only with reputable organisations
- being impartial in any assessment of applications or tenders
- declining gifts from community users or prospective tenderers
- declaring any conflict of interest that staff, their relatives or their close associates may have with potential users of school owned land
- ensuring any commercial information provided by community users is kept in confidence
- ensuring that all monies received from community use or other agreements are declared and used in accordance with the Finance in Schools Handbook (staff only).

4.14 Prohibited organisations

Organisations that are proscribed by the Australian Government for national security purposes are not to be given access to school students or facilities. Refer to the Australian National Security website for more information.

4.15 Record keeping

The principal must retain signed advertising and community use agreements. The school must keep all information the community user provides, as well as records of incidents, disputes or complaints.

School Infrastructure NSW must retain signed leases or licences and provide a copy to the principal for their reference.

4.16 Risk assessment

Principals must undertake a risk assessment before agreeing that a user can use a school facility. The assessment is to evaluate whether the relevant facilities and equipment are safe and in good condition.

The principal may also seek advice and support from the School Infrastructure NSW Asset Management Unit.

The principal is not required to undertake a risk assessment where the facilities are to be used for the provision of outside school hours care services or other early childhood education services. These services are regulated by the Early Childhood Education directorate. The risk assessment for these services will be conducted as part of the regulatory approval process.

As part of the assessment, the principal should consider the following community user information:

- the proposed use of the site
- known specific risks and proposed mitigations
- whether the facilities are fit for purpose
- the roles and responsibilities of the organisers and any volunteers
- details of the supervision of any children in the grounds (including play equipment areas and toilets), car parks and traffic control as required for surrounding streets
- emergency medical plans
- safe working statements or risk management plans, if appropriate
- age of participants.

4.17 Safety and security

The principal is the controller of the school site under the Work Health and Safety Act 2011. The principal is responsible for advising community members of the key work health and safety requirements relevant to the site and their activities. This includes sharing relevant information with user groups to help them and other site visitors to remain safe while on school premises.

The principal will ensure that users are aware of the need to notify and report any accidents or incidents to the work health and safety incident and injury hotline on 1800 811 523.

Use the shared use of school facilities matrix to determine the work health and safety requirements for different types of shared use.

Principals must work with community users to ensure that safety and security issues are understood and addressed. These include:

- making suitable entry and departure arrangements
- ensuring that all doors and windows are secured and locked and all lights are turned off when the community user has finished using the facility
- having a suitable process for collecting and returning keys
- on each occasion when the facilities are being used at times when school staff are not present, ensuring that the alarm system is disarmed before the community user begins using the facility and armed when the community user has finished using the facility
- ensuring users understand their responsibility to supervise community members who are using the facility
- clearly defining expected behaviour standards of facility users
- ensuring that access to clear emergency procedures is available to community users.

Principals must maintain a register of community users who have been provided with keys or security access codes.

Community users must be advised of the school's contact officers and the roles of the School Security Unit so that they may make appropriate contact in the case of an emergency or major incident.

5 Common activity types – shared use of school facilities

5.1 General community use (for up to 12 months)

General community use applies when not-for-profit organisations or very small commercial enterprises hire school facilities for 12 months or less. For example, an individual or a community group such as a dance or karate class hiring a school hall or classroom. The hire may be for a single or multiple use over a period of 12 months.

A community use agreement must be prepared and signed by the principal and the user. The [Community Use Agreement](#) template must be used. The agreement may also be accessed via the [online management system](#) (staff only).

Principals must refer a community use agreement that fits any of the categories described in [Section 4.9.2](#) to School Infrastructure NSW Asset Management Unit for advice on the fees to be charged.

For advice regarding general community use, call EDConnect on 1300 32 32 32 during business hours or log an [online query](#) (staff only).

5.2 Parents and citizens associations activities

The department values the relationship between schools and their parents and citizens (P&C) association and supports the association's use of the school's facilities.

A P&C association is a separate entity to the school.

The [Federation of P&C Associations of NSW](#) provides advice regarding the use of school facilities by P&C associations.

A school P&C association may hold all meetings on school premises with the principal's approval. These meetings are held free of charge and without the need for a formal agreement.

A formal agreement may be required for other school P&C organised activities. The nature of the proposed activity will determine the type of agreement required. A single agreement between the school P&C association and the school for an unspecified range of activities and duration is not sufficient.

Compliance with child protection legislation is required where children and young people are involved or will be present. Principals must ensure that the school P&C association is aware of this responsibility by requiring the association to complete and submit the [Community Use of School Facilities Child Protection Declaration](#) before finalising an agreement.

5.3 Advertising on the school perimeter

Schools may permit an external party to place advertising on an outward facing part of the school perimeter for a fee paid to the school. The placement of advertising on school grounds inside the perimeter fence including classrooms or advertising that targets students is not permitted. Advertising on school digital signboards is not permitted.

Advertising for school community activities do not require advertising agreements. However, schools should ensure that all signage placed on a school perimeter complies with any relevant department policy, council or legal regulations.

The principal prepares and signs advertising agreements using the advertising on school perimeters agreement template where the proposed value is up to \$10,000 (excluding GST). School Infrastructure NSW prepares and approves advertising agreements that are greater than \$10,000 (excluding GST) in value.

External parties are responsible for ensuring compliance with departmental requirements, as well as for obtaining and maintaining relevant council permissions for placing advertising signage.

Where signage is to be placed on the school perimeter, the principal must be satisfied that the advertiser complies with obligations listed in the advertising agreement. The principal should also be aware of the department's obligations in the advertising agreement.

Schools should refer to the following for detailed information:

- [checklist of steps for schools to comply with policy and approval requirements](#)
- [agreement template that schools must use when entering agreements](#)
- [example scenarios of advertising on the school perimeter](#).

Principals requiring further information should contact EDConnect or their local asset services officer at the Asset Management Unit.

5.4 Canteens

School canteens can be operated by:

- the school
- a private operator
- the school parents and citizens (P&C) association.

School-operated canteens do not need a licence.

A licence agreement is required if the school P&C association or a private operator is to operate the canteen.

If a private operator is to run the canteen, a tender is required before establishing a new service or at the end of the licence period.

School Infrastructure NSW will prepare and sign the licence and will request a fixed fee security deposit from the provider based on the number of children at the school. Providers tendering to operate a canteen can propose fees as part of the tender.

Principals must contact School Infrastructure NSW by emailing canteens.sinsw@det.nsw.edu.au for assistance with operating a canteen and for advice regarding any issues arising in the conduct of the canteen, for example, a breach of agreement, tendering or issues relating to canteen licences.

5.5 Community languages schools

Community languages school operators may request access to school facilities. If a school can provide access to its facilities, the principal must contact the NSW Community Languages Schools Program unit to determine if the community languages school is funded by the [NSW Community Languages Schools Program](#).

Community languages schools funded by the unit can use school facilities and classrooms to run their school free of charge during school terms. Other non-teaching and learning activities a community language school may run, such as presentation nights and cultural activities, will require a separate agreement with appropriate fees applied as determined by the school principal.

A [community use agreement](#) is required for community languages schools to use school facilities. Where free use is approved, record the fee payable as 'Nil' on the signed agreement.

Facilities available for free use include basic furniture such as chairs, tables, writing boards and whiteboards. Access to toilet facilities is also included.

Access to additional space for storage or using additional equipment is not included in the free use of facilities. The principal may provide such access if required and determine the appropriate fees to be charged.

Finance guidelines (staff only) are available for use by staff in schools hosting community languages schools.

Further information for community languages school operators is available on the Community Languages Schools Program website.

5.6 Electoral events

NSW Government schools may be used for federal, state or local government electoral events. A state or federal electoral commission or a private electoral services provider may contact the school to secure a venue for an election.

As indicated in Table 3, electoral authorities have an overriding entitlement to use school facilities for electoral events.

The department has negotiated memoranda of understanding with the NSW Electoral Commission and the Australian Electoral Commission on the use of schools as polling places. These memoranda include an agreed schedule of fees schools will charge to defray the costs of using school facilities as polling places. The fee includes hire, telephone usage, lighting, heating, cooling, toilets, water, tea making facilities, access to security alarms, tables and chairs, cleaning and trade waste removal and car parking.

Additional clauses exist in the memoranda about disposing of excess rubbish after an election day. Schools should confirm these arrangements with their electoral commission officers.

When preparing for an election, electoral commission officers may inspect the proposed polling venues. They will provide schools with an agreement for using their premises and confirm the details of specific local arrangements.

Hire rates and the terms and conditions of use of school facilities for electoral events are available from the Use of School Facilities for Electoral Events (staff only) page.

Where a private electoral services provider wishes to use school facilities, school staff should contact the local Asset Management Unit for advice.

5.7 Joint use agreements

A joint use agreement is executed when the department and other parties agree to make a significant investment in constructing, upgrading or maintaining facilities. The asset is then typically shared between the school and the other parties over the lifetime of the asset.

The department encourages mutually beneficial shared use arrangements between schools, government agencies, local government and private organisations, provided they do not interfere with the daily operation of schools and their safety. These projects need to place the school's needs above those of the proposed user.

For example, a council and the department jointly invest in a new synthetic oval and change rooms on school grounds. The oval is leased to the council with exclusive after-hours access but is used by the school at other times.

School Infrastructure NSW and the other parties negotiate and sign a joint use agreement, which outlines the responsibilities of all parties in relation to (but not limited to):

- management structures
- financial arrangements
- legal matters (including legislative obligations)
- design and construction considerations.

A principal who has received a proposal for a joint use agreement must consult with the Director, Educational Leadership and refer the proposal to their local School Infrastructure NSW Asset Management Unit or School Infrastructure NSW Asset Activations directorate for further advice.

School Infrastructure NSW may also initiate joint use agreements in consultation with the principal. School Infrastructure NSW is responsible for evaluating the proposal and negotiating and preparing any subsequent agreement.

The principal is responsible for managing the facilities according to the joint use agreement and for advising School Infrastructure NSW of any issues relating to implementing the agreement.

5.8 Markets

Markets held on school grounds are established through a tender process, conducted by School Infrastructure NSW, to select the market operator.

School Infrastructure NSW prepares and approves the licence agreement between the department and the market operator. The licence fee to be charged is determined from the results of the tender.

Licence terms are usually for a minimum of three years to a maximum five years after which operators may be invited to tender for the next licence term.

The licenced market operator is responsible for obtaining and maintaining any council and other regulatory approvals required before the markets begin.

Vendors wishing to trade at the markets should negotiate directly with the market operator.

If a school's P&C Association wishes to operate a fund-raising market on an ad hoc basis a community use agreement should be used. A tender is not required in this instance.

5.9 Mobile telecommunications facilities

Mobile telecommunications carriers may seek to install mobile telecommunication facilities on or near a school site.

The department does not have authority to make a final decision on the location, installation or upgrade of a mobile telecommunication facility. Staff are required to adhere to the following advice.

5.9.1 Our rights under the industry code

Mobile telecommunication authorities assess a number of factors when selecting sites for mobile towers and other facilities. Telecommunications carriers must comply with the Industry Code for Mobile Phone Base Station Deployment, which has several sections relevant to installing new, or upgrading existing, facilities on or near school sites.

Carriers are required to consider the likelihood of an area being a 'community sensitive location' when considering a possible telecommunications facility site. Schools and childcare centres are included under the definition of 'community sensitive locations'. Wherever possible, the carrier is required to avoid these areas.

When selecting new locations, carriers must include an assessment of the following service objectives:

- the area the planned service must cover
- power levels needed to provide quality service
- the amount of usage the planned service must handle.

In some cases, these assessments will determine that a location on or near school grounds and childcare centres is the only feasible location to provide quality telecommunication services to the community.

If the school is notified that the carrier will install mobile telecommunications equipment on school grounds, the principal must:

- consult the Director, Educational Leadership before responding to any enquiries
- refer the matter to their local Asset Management Unit immediately to address any lease/licence issues with the carrier.

5.9.2 Affected or interested parties

Carriers must identify and inform 'affected or interested parties' of proposed works and ensure the proposal meets their needs and expectations, where reasonable (section 6 of the industry code).

The following are considered an interested and affected party:

- a school that is on or near the proposed site
- the school's parents and citizens (P&C) association
- nearby preschools, childcare centres and schools
- resident groups
- residents in adjacent council areas but living in proximity to a site impacted by the proposal.

The carrier must also consult with affected or interested parties, communicating important information regarding:

- the site of the proposed facility or upgrade
- an invitation to make comments within a set timeframe.

P&C associations, childcare centres and/or schools may submit their responses to mobile communications facility development applications directly to both the carrier or local council. These responses may also be on behalf of the community.

5.9.3 Actions for school principals

During the consultation period, the school may:

- respond directly to the carrier
- submit a response to the local council through the development application process
- support the P&C association or local school community to respond directly or to council as part of the development application process.

Schools should contact their local asset services officer for further information or sample materials if they wish to engage directly with the carrier or the local council.

5.10 Other commercial activities or where the use is for a period of greater than 12 months

School facilities may also be used for commercial activities or where the facilities are required for 12 months or more. Usage would include activities such as the hiring of ovals to sporting organisations, the provision of access to a school's catering or accommodation facilities or enabling an allied health provider to provide services at a school site.

The principal will determine if the proposed use is appropriate for further consideration and if so, refer the request to School Infrastructure NSW Asset Management Unit.

School Infrastructure NSW is responsible for preparing and approving licences and leases. Unless specific approval to the contrary has been obtained, lease and licence fees for other commercial activities are paid to the department.

5.11 Outside school hours care

School facilities may be used for outside school hours care (OSHC) which includes before school, after school and vacation care, as well as childcare centres, long day care centres, occasional care and preschools.

Where a school is considering establishing any of these services, the principal must first contact their School Infrastructure NSW contract manager who will advise and assist in discussions between the school community and prospective service providers.

The principal provides the required information to School Infrastructure NSW contract managers to begin establishing a service and participates in the provider selection process.

School Infrastructure NSW, on behalf of the department, must have a licence agreement with the provider.

The provider will meet any costs incurred in establishing the service including legal, valuation, and regulatory approval.

5.11.1 Approval of early childhood education and care services

To become a provider of early childhood education services for the department, the provider must:

- have service approval from the department's [Early Childhood Education directorate](#)
- enter into a licence agreement with the department (as described in section 5.11.2).

The provider is responsible for applying for a service approval and for complying with all requirements to obtain the service approval. Service approval gives the provider permission to operate the service on the school site.

The licence agreement gives the provider the right to occupy the site on which the service will be provided.

5.11.2 Licence fees for early childhood education services

School Infrastructure NSW will set the licence fee, which will be in accordance with the standard formulae applicable for each category of provider.

The licence fee may be amended to suit local circumstances. The Chief Executive, School Infrastructure NSW must endorse any changes.

5.11.3 Requirement to tender

The department recognises three categories of early childhood education and care providers:

Category A providers include:

- services run by the school parents and citizens (P&C) association (identified through their Australian Business Number [ABN])
- other incorporated school-based, parent-operated services that:
 - are incorporated under the Associations Incorporation Act 2009 (NSW) or the Corporations Act 2001 (Cth) (search the [NSW Incorporated Associations Register](#) for evidence of registration)
 - are controlled by parents of students enrolled at the particular school
 - are established and incorporated solely for providing services at the particular school and not engaged in any other business or activity
 - reinvest any surplus funds generated by the operation in the service or the particular school community.

Category A groups are the preferred providers of outside school hours care (OSHC) services and are not required to tender for appointment as a new service provider.

At the end of an existing licence term, if the school and community are satisfied with the existing service provider and would like the existing arrangements to continue a Category A provider has the option to enter into a new licence agreement, without a tender being conducted.

Category B providers include not-for-profit organisations other than those in Category A. This includes local government providers.

Category B providers are required to tender for appointment as a new service provider.

At the end of an existing licence term if the school and community are satisfied with the existing service provider and would like the existing arrangements to continue, Category B providers have the option to enter into a new licence agreement, without a tender being conducted.

Category C providers include for-profit organisations.

Category C providers must tender for appointment as a new service provider and for any new licence at the expiration of an existing agreement.

Table 4: Summary of tender requirements

Provider category	Tender required for appointment as a new service provider (new service licence)	Tender required for grant of a new licence to the existing service provider
Category A – the school's P&C association/parent-run services	No	No
Category B – other not-for-profit operators	Yes	No
Category C – for-profit organisations	Yes	Yes

The principal must consult with the School Infrastructure NSW Asset Management Unit for advice when establishing an OSHC service or when an existing OSHC agreement is due to end.

A licence must be negotiated and signed and a service approval must be obtained before a service can operate on a school site. A community use agreement must not be used under any circumstances.

5.12 Share Our Space program

All schools may be considered for participation in the Share Our Space program unless the School Infrastructure NSW Asset Activations unit has granted an exemption.

Participating schools open their play space to the public during school holidays to provide opportunities for leisure activities that are appropriate for the available space.

The program is intended to co-exist with other arrangements already in place. More information is available from the [Share Our Space](#) website.

The use of school facilities under the program does not require a community use or other legal agreement between the school and the individual users. Use under the program must exclude areas which are already leased or licensed to other parties under existing agreements.

Participating schools may also be considered to host additional funded holiday programs. Providers of additional activities under the program (such as those conducted by the Office of Sport) require a community use agreement or other legal agreement to hold an activity.

Contact asset.activations@det.nsw.edu.au for further information about these activities.

5.13 Uniform shops and logo licence agreements

School uniform shops can be operated by:

- the school
- the school's parents and citizens (P&C) association
- a private operator.

Principals wishing to operate the school's uniform shop must seek assistance from School Infrastructure NSW Asset Activations.

A licence is not required if the school or the school's P&C association operates the uniform shop. The P&C association is required to have a contract with the uniform supplier. Uniform suppliers are selected via a call for tenders.

If a private operator is to operate the uniform shop, a tender is required before establishing a new service or when the existing licence is due for renewal. A licence agreement between the department and the operator is also required.

School Infrastructure NSW prepares and signs the licence and determines the licence fee to be charged.

Principals should contact School Infrastructure NSW by emailing uniforms.sinsw@det.nsw.edu.au for further advice and for assistance with selecting a uniform supplier, appointing a uniform shop operator or the preparing a uniform shop licence.