

NSW PUBLIC SCHOOLS



# COMMUNITY USE OF SCHOOL FACILITIES IMPLEMENTATION PROCEDURES

ALWAYS CHECK ONLINE FOR THE MOST UP-TO-DATE VERSION

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# 1. Introduction

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

Schools are a community resource. Community use of school facilities provides benefits to both schools and their communities through:

- access to services to support families and communities
- enhanced co-operation and goodwill between the school and the community
- the provision of additional extracurricular learning opportunities
- better access for communities and schools to state-of-the-art facilities
- opportunities for parents and the broader community to become better informed about and participate in the school's operation and activities
- more effective use of valuable school facilities and
- opportunities for the community to play a positive part in school security through out-of-hours use of the facilities.

Principals should make themselves aware of the needs of the community. Use of school facilities may be initiated by a particular community user or by a principal identifying the need for a type of service.

Principals can only support community use where it does not impinge on school requirements and where the community use is in the school community's best interest.

Where community use is denied, it is important that written advice is given to clearly explain the reasons for the decision.

These procedures are mandatory unless stated otherwise.

Principals should be aware of all provisions in this document prior to entering into any agreements for the use of school facilities. They should be read in conjunction with the Community Use of School Facilities policy.

## 1.1 Guiding Principles

Schools are encouraged to make their facilities available to community groups and organisations. When considering whether a community use is appropriate, the school should adhere to the following principles:

### Community resource

- Schools are a community resource.

### Appropriate use

- In approving use of facilities, schools should ensure that the proposed use is consistent with the goals and values of NSW Public Schools
- Community use should not interfere with a school's provision of quality learning programs for its students
- In the interests of the school and its community, and to protect the reputation of public education, care should be taken to avoid community use agreements with inappropriate organisations or for inappropriate purposes
- Any proposed activity must be consistent with providing a safe, secure and supportive environment for students and the school community.

### Cost and revenue

- Community use of school facilities should not result in a financial burden on the school or the Department, through the need to subsidise the use or in the cost of hosting the use not being recovered
- As a minimum, users should cover costs associated with using the school's facilities unless as otherwise noted in this document
- Use of school facilities by community and not-for-profit organisations are not to be used to raise revenue for the school
- Revenue raised from the use of school facilities is to be included in the school's budget but may be used as determined by the school.

## 1.2 Seeking advice

Principals should seek advice from the local [Asset Management Unit](#) (intranet only) and Legal Services Directorate when negotiating and developing licences, leases and project deeds. For further information on the procedure for entering into a licence/lease, see the [Guide for the Selection of Community Users of School Facilities](#).

Community users should consult with the principal or appointed nominee. Further information is also located in the [Toolkit](#).

## 1.3 Definitions

### Commercial venture

*Commercial ventures* are for-profit organisations which have characteristics such as:

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

### “Very small” commercial venture

“Very small” commercial ventures often only have one or two employees and a single location for the delivery of services.

### Community use agreement

*Community Use Agreements* are agreements assessed, negotiated and signed by school principals. A pro forma document is used, through the [Toolkit](#) or [online system](#) (intranet only). A Community Use Agreement is to be used when the period of the agreement is under 12 months, does not involve capital works and the use is not a commercial venture. See [section 5.4](#) for more information.

### Inappropriate organisation

Inappropriate organisation refers to organisations that are either prohibited or do not adhere to the Department’s goals and values.

### Lease

*Leases* are used for community uses for terms of over 12 months or for commercial ventures. Leases grant exclusive (full time) use of facilities. Leases are drafted by Asset Management Directorate and Legal Services Directorate and may be subject to tender processes. See [section 5.5](#) for more information on general leases or [section 4](#) for children’s services leases.

### Licence

*Licences* are used for community uses for terms of over 12 months or for commercial ventures. Licences grant non-exclusive (part-time) use of facilities although they may be used for exclusive use on occasion. Licences are drafted by Asset Management Directorate and Legal Services Directorate and may be subject to tender processes. See [section 5.5](#) for more information on general licences or [section 4](#) for children’s services licences.

### Project deed

*Project Deeds* are used when the use of a school facility includes capital works to the facility. Asset Management Directorate is responsible for negotiating and drafting the deed. See [section 5.6](#) for more information.

## 2. Community use of facilities

### 2.1 Appropriate use of school facilities

An appropriate use of a school facility may be any non-prohibited use that benefits the community. A principal should use their best judgement to discern whether the use of a facility is appropriate. This includes consultation with the school community and consideration of the school's goals.

Use of facilities may include:

- children's services e.g. Out of School Hours Care (OSHC)
- community language schools
- dance, music or drama lessons
- community education and training
- community productions
- community meetings
- sporting events
- vacation care.

#### Development Approval

Development approval may be required for the use of school facilities groups for purposes which are not usually permitted in council's Local Environment Plan for the school site.

The community user is responsible for checking and obtaining development consent.

A lease/licence or project deed will include conditions requiring the community user to lodge a development application and obtain approval from council with a specified timeframe. See **section 7.4**.

### 2.2 Benefits to community

In order to make an informed judgement on the benefits to the community of any community use, a principal should be aware of the needs of the community.

Consultations may be held with representative parent bodies such as the Parents & Citizens Association, OSHC parent committee, local community groups or councils.

#### Example:

A commercial company wishing to provide drama classes to the community approaches the principal for use of the school hall. There is already a not-for-profit drama class operating in the school. After consulting with the P&C Association, the principal determines that another drama class will not provide additional benefit to the community. The principal writes to the company to let them know of the decision.

### 2.3 Use of facilities for children services – Out of School Hours Care

Children's services include Out of School Hours Care (OSHC – also known as OOSH) which can offer a stimulating and challenging environment for school children, designed to enhance their development and provide play and leisure opportunities. Further information is contained in **section 4**.

The services are provided by a range of providers including for-profit organisations and not-for-profit organisations such as Parents and Citizens Associations (P&C), local government and community based groups. A checklist for the establishment of an Out of School Hours Care (OSHC) Service is provided in the **Toolkit**.

OSHC providers should be aware that the conduct of any children's service brings with it significant records management and reporting requirements because of the regulatory frameworks within which they are required to operate. Contact [Early Childhood and Care Directorate](#) for information.

#### Example:

A commercial company wishing to provide OSHC within the school community approaches the school principal. There is already a school based parent managed service operating in the school. The principal writes to inform the company that an OSHC service exists within the school community managed by parents from the school.

## 2.4 Child protection

Child Protection compliance is required in all agreements where the use of facilities involves direct contact with children. Under this requirement the principal is required to confirm that all community users, including subcontractors and volunteers, are aware of their responsibilities 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](#).

To ensure the awareness and compliance of community users seeking approval to use school facilities for activities involving children or young people, principals must:

- direct community users to the [Department of Family and Community Services: Community Services](#) website which provides details of legislative requirements of mandatory reporters and community members related to risk of harm to children and young people. Community users who are mandatory reporters should also refer to their own employer's child protection policy and procedures
- require the community user to complete and submit relevant Child Protection documentation required under the agreement prior to the agreement being signed and as reasonably required by the principal during the term of the agreement
- prior to signing a Community Use Agreement, sight all documentation relied upon by the community user when signing the *Community Use of School Facilities Child Protection Declaration* (available in the **Toolkit**).

For example, within three days of an Agreement being signed, provide:

- a [Declaration for volunteers and contractors whose background was checked under the former Act](#) or
- email or
- other [confirmation](#) received from the Office of Children's Guardian that the worker has been cleared under the current Act dated.

Most workers (including volunteers) will be cleared to work with children under the Children (Working with Children) Act 2012 (the current Act). Some workers will have been cleared to work with children under the Commission for Children and Young People Act (the former Act).

Further guidance about the responsibilities of schools is available in the Department's Child Protection policies and procedures including:

- [Protecting and Supporting Children and Young People Policy](#)
- [Working with Children Check Policy](#)
- [Child Protection – Allegations Against Employees policy](#).

### Example:

The principal is approached by a community member wanting to establish karate classes in the school hall for the school year. While the director of the karate lessons has produced a Working With Children check, other adult karate teachers have not done so.

The principal directs the community user to the [Department of Family and Community Services: Community Services](#) website which provides details of legislative requirements of mandatory reporters and community members related to risk of harm to children and young people.

The principal also provides information to the community user so that the community user is aware that a Working with Children Check is required for all staff. The community user refuses to provide the principal with checks.

The principal rejects the application and informs the community user in writing.

## 2.5 Prohibited use

A principal is not to permit use of facilities 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, flames or other hazardous materials
- put at risk the privacy of students and staff in accordance with the *NSW Privacy and Personal Information Protection Act*
- involve games of chance or gambling, unless a written authorisation or licence has been obtained from the appropriate regulatory authority
- are illegal.

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

Activities that involve the sale and/or consumption of alcohol require a liquor licence and must be approved by the principal (see **section 7.6** for further information).

See also Prohibited Organisations in **section 3.6**.

#### Example:

A P&C Association approaches the principal to hold a fundraising event in the school hall. The event will be themed as a casino night with alcohol to be served to guests. The principal raises concerns that the event is prohibited due to restrictions on gambling and service of alcohol.

The P&C Association then decides to organise the event so that it will be adults only and that games will be played with tokens given at the door, which are not exchangeable for money as a written authorisation or licence could not be obtained. The person serving the alcohol will have a Responsible Service of Alcohol qualification and a liquor licence, and attendees will not be paying for drinks.

With the changes made to the event, the use is no longer prohibited.

## 2.6 Work Health and Safety (WHS) requirements for all users

The principal is the controller of the site under the *Work Health and Safety Act 2011*. This means that the principal is responsible for advising community and education groups wishing to use school facilities of the key WHS requirements relevant to the site and their activities so they can consider this as part of their safe working arrangements. This obligation is mainly one of sharing important and relevant information with community user groups to help them and other visitors of the site to remain safe while using the premises. Tools and resources to support principals are available within the **Toolkit**.

Where community user groups are seeking to use school facilities for activities involving children or young people and parental supervision is not provided, additional work health and safety considerations will apply, including a more formal consultation process (e.g. quarterly meetings). Refer to the **Toolkit** for further information.

## 3. Community users

Community users that may apply for use of school facilities include:

- electoral authorities (**section 3.1**)
- school-based parent operated services (**section 3.2**)
- not-for-profit organisations (**section 3.3**)
- commercial organisations (**section 3.4**)
- government organisations (**section 3.5**)
- individuals (individuals have the same rights and responsibilities as organisations).

If there is an overwhelming demand for the use of the same school facility, community users are prioritised according to **section 3.7**

In order to determine the profit status of an organisation, the principal should be provided with a copy of the organisation's incorporation certificate and the organisation's constitution. The assistance of the Legal Services Directorate should be sought whenever the profit status of an organisation is not clear.

### 3.1 Electoral authority

An electoral authority may contact the school in order to secure a venue for an election. Electoral authorities have overriding entitlements to use school facilities on election days. Leases, licences and community use agreements will have a specific clause stipulated to ensure that electoral authorities retain their entitlements.

The Department has negotiated Memoranda of Understanding with the New South Wales Electoral Commission and the Australian Electoral Commission with regard to the use of schools as polling places. These memoranda include an agreed schedule of fees to be charged by schools 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.

For more information, see the following documents available in the **Toolkit**:

- Memorandum of Understanding between the NSW Electoral Commission and the Department

for the use of schools in connection with state and local government elections.

- Memorandum of Understanding between the Australian Electoral Commission and the Department for the use of schools facilities in connection with federal elections.

Schools will be provided with an agreement for the use of premises by Electoral Commission officers who will confirm the details of specific local arrangements.

### 3.2 School-Based parent operated services including P&C Association operated services

Parent operated services refer to initiatives of the P&C Association, parents or other school groups. These allow the opportunity for parents to participate in the school and contribute their time and skills.

The P&C group associated with the school should hold an incorporation certificate under the Federation of Parents and Citizens Associations Incorporation Act 1976.

These initiatives can provide positive outcomes for the entire school community in that they make the school more attractive to prospective parents, promote the engagement of parents, carers and other community members, and enhance the sense of community for people visiting and working at the site.

The Federation of Parents and Citizens Associations of NSW can provide advice to local P&C Associations contemplating a service using school facilities or establishing a P&C Association run OSHC Service.

Network of Community Activities also assists parent operated services in setting up school facilities and OSHC services.

In establishing an OSHC service, local P&C Associations and parents should familiarise themselves with the steps and requirements involved in gaining regulatory approval. Information is available from the Early Childhood Education and Care Directorate.

## 3.3 Not-for-profit organisations

A not-for-profit organisation does not generate a profit, or where surplus funds are generated they are directed back into improving the operation of the service or towards local community activities.

### 3.3.1 General

A not-for-profit organisation may be licensed by the [Office of Liquor, Gaming and Racing](#) to conduct fundraising appeals and may be registered with the [Australian Charities and Not-for-Profits Commission](#) for tax exemptions. Principals may conduct an investigation by searching the registers of both organisations and may seek copies of any certificates held by the organisation.

A not-for-profit organisation must:

- not change its status to a for-profit organisation
- not engage the services of any for-profit organisation to deliver the service at the school. This does not preclude a not-for-profit service engaging a for-profit provider to deliver a specific activity, for example in vacation periods
- in relation to any profit made by the operator from the conduct of the service at the school, apply that profit to the benefit of the local community. This may involve, for example, the acquisition of additional equipment to be used in the conduct of the service, the provision of additional staff, or in applying a discount to fees for students attending the service.

A not-for-profit organisation must provide evidence to the principal of compliance with the requirements, if requested.

During the term of a licence or lease with the school, the not for profit organisation needs to provide to the principal a copy of the annual financial statements within 14 days of those statements having been accepted at the Annual General Meeting.

### Charities

A not-for-profit organisation may include charities, established under the [Charities Act 2013](#). Such organisations may include school community groups, church groups and local government.

Information on certain charities, including the ability to search information on particular charities, is located on the website for the [Australian Charities and Not-for-profits Commission](#).

### 3.3.2 Approved community language schools

Community language schools approved by the Department are entitled to free use of school facilities for language classes during school terms. Information on obtaining approval may be found on the NSW Community Languages Schools Program [website](#).

Facilities available for free use include basic furniture inherent in the use of the space such as chairs, tables, blackboards and whiteboards and disability access to the room from the school entrance. Free use of a facility for a language class will also include use of hygiene facilities. Facilities do not include additional space for storage or the use of additional equipment.

Use of any additional equipment such as smartboards or computers may be requested by the community language school. The principal will determine whether the additional equipment is available and the appropriate charges. If the additional equipment includes use of the school network, the principal will take into consideration issues relating to information security in accordance with **section 8.2.3**.

Language classes may include cultural lessons including dance classes. Language classes do not include homework centres, performances, rehearsals or activities taking place during school holidays.

Use of school facilities outside of language classes will incur a fee which should be based on cost recovery. A factsheet with sample fees for not-for-profit organisations is included in the **Toolkit**.

The use of school facilities by approved community language schools will normally require a Community Use Agreement. For any use that is not covered by the agreement, such as a one-off use of a school hall for a concert, an additional Community Use Agreement will need to be completed. Further information is located in the **Toolkit**.

### 3.3.3 Not-for-profit children's services

Network of Community Activities is able to provide advice on not-for-profit community based children's services groups.

## 3.4 Commercial

A commercial (for-profit) venture operates a program that is intended to generate a profit for the owner and/or operator.

Commercial users should be charged market rates. See **section 10.1** for details.

*Community use agreements* should only be used for "very small" commercial ventures.

### 3.4.1 Licence/lease – commercial ventures

Any decision to enable the use of school facilities for commercial ventures (see **Definitions**) must be supported by the Director, Public Schools NSW, and the Local Asset Management Unit before extensive negotiations commence.

#### Example:

A private provider wishes to conduct a Saturday cooking school in the school's kitchens. The community user conducts cooking schools throughout the Sydney metropolitan area. The business has more than 40 employees. Due to the type of community user and scale of the business, the principal contacts Legal Services Directorate for assistance and with their advice, determines that a Community Use Agreement is not appropriate. With the support of the Local Asset Management Unit, the procurement process can proceed.

## 3.5 Government organisations

The Department's directorates, other government organisations and associated groups have a priority of 3 or 4 in **section 3.7**.

## 3.6 Prohibited organisations

Organisations which are proscribed by the Commonwealth Government for national security purposes such as terrorist organisations, are not to be given access to school students or facilities. For a list of such organisations see the [Australian National Security website](#).

### 3.7 Priority attributed to users

School educational programs have absolute priority in the use of school facilities and equipment. In cases where the principal has to determine priority amongst community users for the use of school facilities, the order below is to be observed.

Agreements, leases and licences already in place have priority over new applications, except for community disasters and use by electoral authorities (priority 1). The consideration of priorities applies when assessing competing applications to use school facilities.

There is **no priority implied by the ordering of examples within each category**. 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 Director, Public Schools NSW and the school community.

#### Example:

A principal is approached by the P&C Association to use the school hall on Saturdays (priority 3). The school hall is already used by a local church group (priority 6) with a community use agreement in place. The principal tries to negotiate with the P&C Association for a different day, but this is not possible. The P&C Association will have priority to use the facilities once the local church group's community use agreement has expired.

Priority	Examples
1 Community disasters	Emergency housing and relief centers (subject to the direction of the Director, Public Schools NSW)
1 Electoral authorities	Federal, state and local elections
2 Board of Studies, Teaching & Educational Standards	Higher School Certificate
3 Parent body activities	P&C Association meetings
4 Government organisations including Departmental and associated groups	NSW Aboriginal Education Consultative Group (AECG) Aboriginal homework centres Adult Migrant Education Program classes NSW Adult Migrant English Service (AMES) Community Language Schools registered with the NSW Community Languages Schools Program DEC State Office units TAFE NSW Professional teachers associations, other government schools Saturday School of Community Languages
5 Not-for-profit educational and children's services providers	P&C Association OSHC services and other incorporated school-based parent operated services, Autism Spectrum Australia, not-for-profit community colleges
6 Other not-for-profit users	Community theatre groups, dance groups, Rotary meetings
7 For-profit users	Commercial karate classes, markets

## 4. Children's services

Children's services include:

- Out of School Hours Care (OSHC/OOSH)
- occasional care
- long day care centres
- non-government pre-schools.

Use of school facilities for children's services must comply with all other sections in these procedures with the exception of section 5. Additional actions required by principals and service providers for children's services are detailed in this section.

Principals should discuss plans for children's services with the Director, Public Schools NSW, in order to access the experience of other schools and request the support of the local Asset Management Unit.

All children's service agreements should be supported by the school community and the Director, Public Schools NSW, managed by the local Asset Management Unit and approved by Asset Management Directorate.

A formal agreement is required for all children's services, whether they are provided by not-for-profit or commercial (for-profit) organisations.

A licence or lease agreement negotiated between the Department and the provider must be completed before the operation of a long day care centre, non-government pre-school or out of school hours care (OSHC) service can commence. Principals should consult with their local [Asset Management Unit](#) (intranet only) and seek a written approval for a new/renewal agreement.

Where the provider is a commercial venture, the prospective providers should be invited to tender consistent with the NSW Government Procurement and Tendering Guidelines.

The Asset Management Unit will engage the Department's [Legal Services Directorate](#) (intranet only) to assist in the process. While the principal and school community are integral to the negotiation of the agreement, Asset Management and Legal Services directorates have an important and indispensable role to play.

For further information on the procedure for entering into a licence/lease, contact the local [Asset Management Unit](#) (intranet only).

A sample Licence Agreement for OSHC is available in the [Toolkit](#). This is for information purposes only.

In order to ensure the viability of long day care centres, non-government pre-schools or OSHC services, the Department has determined the following terms should be considered by the school:

**Licence** – Eight years (initial term five years with an option of three years), or five years (initial term three years with an option of two years), or three years (initial term three years with no option)

**Lease** – Ten years (initial term five years with an option of five years).

Any costs incurred in the establishment of the service including legal, valuation, survey and subdivision costs are met by the provider. In certain circumstances it may be paid by the school out of the licence fees.

### 4.1 Children's services providers

All children services must have approved provider status or an active application. Regulatory approvals are managed by the [Early Childhood Education and Care Directorate](#).

The Department recognises three categories of children's service providers:

**Category A** P&C Association run services and other incorporated school-based parent operated services where the service can produce evidence of their status as an incorporated school-based parent organisation. Category A groups are the preferred providers of OSHC services.

P&C Association operated services are identified through the Australian Business Number (ABN).

**Category B** Not-for-profit organisations other than those in Category A.

**Category C** For-profit organisations.

Other incorporated school-based, parent operated services wishing to be considered for placement in Category A need to demonstrate that they are:

- a) an incorporated entity recognised by the Australian Securities and Investments Commission (ASIC)

- b) an entity controlled by parents of students enrolled at the particular school
- c) an entity established and incorporated solely for the purpose of providing children's services at the particular school and not engaged in any other business or activity
- d) an entity where any surplus funds generated by the operation are reinvested in the service or the particular school community.

## 4.2 Approval of providers by Early Childhood Education and Care Directorate

Any community user seeking to provide children's services needs to provide evidence of approval, (or of having applied for approval), when lodging their tender documents.

Children's services providers must be approved by the [Commonwealth Department of Education](#) in order to receive the national Child Care Benefit on behalf of eligible families. Most long day care, family day care, before and after school care, vacation care and some occasional care are approved child care providers. To be eligible for approval for Child Care Benefit purposes, centre based long day care and OSHC services must register for and satisfactorily participate in the National Quality Framework (NQF). The Early Childhood Education and Care Directorate manages regulation of the NQF in NSW.

For further information on these matters operators should be directed to the [Early Childhood Education and Care Directorate](#) pages (intranet only) on the Department's website.

## 4.3 Consultation with the community

Children's services including OSHC, vacation care, child care centres, long day care centres, and non-government preschools are a major commitment by both the school and the operator.

Principals seeking to determine the level of community interest in the establishment of a children's service prior to beginning detailed planning might conduct a survey. The principal should consider consultation with parents and with the local community to determine support.

If considering an OSHC service, principals can consult with the [Network of Community Activities](#) regarding the construction, dissemination and analysis of community surveys.

### Example:

A principal is considering establishing an OSHC service in their school. Understanding that regular use of the service is critical to viability, the principal consults with the parents of students and school community to determine a probable level of usage. The principal uses surveys as well as direct consultation with the P&C.

The results of consultation indicate that an OSHC service would be used by a majority of families. With the support of the school community and the Director, Public Schools NSW, the service is established with the assistance of the local Asset Management Unit.

## 4.4 Providers' policies and procedures

To be sustainable, a community user proposing to operate children's services will have:

- current documented policies and procedures that are publicly available and which are consistent with appropriate legislation
- a process for financial management and administration
- audited accounts
- a capacity to implement quality assurance requirements and meet applicable regulations for the relevant sector.

Evidence of these policies and procedures should be provided to the principal or local Asset Management Unit.

## 4.5 Accommodation/facilities

It is preferable that children's services be established in accommodation surplus to the needs of the school or accommodation paid for by the provider, under an agreement with the Department. The exception is children's services operating outside of school hours where it may be possible to arrange shared use of school facilities.

The establishment of a children's service should not create a situation where a school will require an additional demountable classroom.

A clear statement of facilities, amenities and equipment should be incorporated in the agreement. The statement should include the recognised room number(s), building number(s) and the size of the space being made available to the community user.

Prior to the establishment of children's services, the local council should be consulted to establish that council zoning will allow operation of a service. The council should also be consulted to ensure that the proposal will meet any development application conditions. Similarly, the adequacy of the proposed facilities and amenities should be checked against the requirements of the [Children \(Education and Care Services\) National Law](#).

## 4.6 Fees for children's services

### OSHC

To ensure consistency and fairness, the Department has set minimum fee structures for licences and leases for OSHC.

The licence or lease fees will be set by Asset Management Directorate. The fee will be in accordance with the standard formulae applicable for each of the three categories of providers.

The set lease or licence fee calculated by the formula may be increased to suit local circumstances however any increase must be endorsed by the Director, Property & Facilities and approved by the Executive Director, Asset Management Directorate.

### All children's services

Tender, expression of interest and lease or licence documentation must clearly state the set lease or licence fee. The tender and expression of interest evaluation criteria and the relative weighting must not include any proposed lease or licence fee as a selection criterion.

The funds provided to schools for the provision of education must not be used to subsidise community use activities, including children's services.

## 4.7 Consumption of Alcohol

Community users wanting to operate children's services on school premises are to be advised that, consistent with Department policy, alcohol must not be consumed on or brought to school premises. This applies under any circumstances, during hours of operation and/or when children are present at the facility without the direct supervision of their parent or guardian.

## 4.8 Responsibilities and delegations

Principals whose school facilities are being used for children's services or who are being approached to permit such services, should acquaint themselves and the prospective service provider with current standards relating to the provision of children's services.

Please refer to the [Early Childhood Education and Care Directorate](#) pages on the Department's website.

Principals can also access free resourcing and support by telephoning [Network of Community Activities](#).

### Principals:

- promote the use of school facilities by community users
- manage community use of school facilities to the mutual benefit of the school and the community
- advise the Director, Public Schools NSW and the local Asset Management Unit of rejection of applications
- receive applications for community use and liaise with community users
- conduct an investigation to determine:
  - whether there is suitable accommodation available to accommodate the service. Proposed use of this accommodation should be discussed with the Director, Public Schools NSW before engaging the local Asset Management Unit to prepare any further information

- whether there will be an impact on other programs operating in the school
- the school community’s commitment to the potential service, in order to determine a best estimate of the peak participation numbers for each session
- the views of families at the school and the wider community including the P&C Association, the school council (if one exists) and the school’s neighbours regarding the operation of children’s services at the school
- liaise with the Director, Public Schools NSW to obtain information about the experience of other schools
- liaise with the local [Asset Management Unit](#) before commencing discussions with any potential service provider
- check that student and staff privacy are addressed in accordance with the [Privacy and Personal Information Protection Act](#)
- ensure that any prospective service provider holds, or has applied for, OSHC regulatory approval.

#### **Directors, Public Schools NSW:**

- provide information about the experiences of other schools.

#### **Local Asset Management Unit, with support of the Director, Public Schools NSW:**

- undertakes a risk assessment to ensure that the facilities are safe and in good condition, and that the intended use is appropriate to the operational requirements of the school
- determines if the zoning of the land enables its use as a service
- determines whether there is any title or legal impediment to the proposed lease/licence
- determines the lease or licence fees for OSHC services

- ascertains the views of the local council through contact with the Council’s Community Services Unit
- determines the category of the organisation concerned
- supports the school to conduct the tender process, consistent with the NSW Government Procurement and Tendering Guidelines
- drafts the lease or licence in cooperation with Legal Services Directorate and in consultation with the principal and the community user.

#### **Asset Management Directorate, Manager, Property:**

- records details of all lease and licence agreements on the Asset Management System.

#### **Early Childhood Education and Care Directorate:**

- provides advice to help ensure that any accommodation for an OSHC service meets the operating requirements of the Children (Education and Care Services) National Law.

#### **Work Health Safety Directorate:**

- provides schools with support and advice relating to work health and safety and risk management activities.

#### **The Secretary, the Deputy-Secretary Corporate Services or the Executive Director Asset Management Directorate:**

- executes the licence/lease.

## 5. Types of agreements

Approved applications for the use of school facilities by community users are formalised in an agreement to ensure that the parties know their responsibilities and obligations. Management will vary according to the type of agreement, and it is recommended that the principal becomes familiar with the types of agreement and their conditions.

Principals may negotiate *Community Use Agreements* provided the agreements do not exceed 12 months in length. All agreements over 12 months must be in a more detailed form and may be a licence or lease. They are prepared by the [local Asset Management Unit](#) (intranet only) working with [Legal Services Directorate](#) (intranet only) and in consultation with the principal and the Director, Public Schools NSW, if appropriate.

### 5.1 Rejection of application

Where an application to use facilities is not approved, the principal should ensure that the community user is informed in writing of the reasons for declining the application. The Director, Public Schools NSW and the local Asset Management Unit should also be informed.

### 5.2 Seeking Legal Advice

While the Department has proformas for various agreements, operators may request amendments. Legal Services Directorate is available to provide advice on these. As a matter of course, Legal Services should be consulted for all agreements other than community use agreements.

Advice may also be sought from the local [Asset Management Unit](#) for any issues in assessing community use applications.

### 5.3 Administration & records

Schools should keep separate files for each agreement, lease and licence. Copies of signed leases or licences should be sent to the local [Asset Management Unit](#). Signed community use agreements do not need to be sent to the local [Asset Management Unit](#).

Details as to the chain of communication between the school and the community user as well as details of the management structure should be retained.

Records of negotiations, information provided by the user, insurance information and records of disputes should be kept by the school.

Schools should also keep records of any complaints arising from the use, and reports of any incidents.

## 5.4 Community use agreement

### 5.4.1 When to use a community use agreement

*Community use agreements* are used when:

- a not-for-profit organisation or individual wishes to use a school's facilities on a one-off basis. Examples include a sports association hiring the hall for its annual presentation night

OR

- a community organisation or individual wishes to use a school's facilities on a regular basis for a period up to but not exceeding **12 months**. This may also include a use for a short period, such as a fortnight or over a month. An example would be a local craft group hiring a room every Tuesday night for a year or theatre rehearsals

OR

- at the principal's discretion, for very small commercial ventures such as dance or drama classes for up to 12 months. If there is any doubt, Legal Services should be consulted for further advice.

Community Use Agreements may be used in succession for the same user, as long as:

- each period is 12 months or less and
- a new agreement is signed every time.

Principals should take reasonable steps to ensure that the person negotiating and signing the agreement on behalf of the community user has the authority to do so. This may include checking business registration records and/or accreditation papers.

A standard *community use agreement* is provided in the **Toolkit**.

*Community use agreements* are **not** to be used for:

- agreements with a term exceeding 12 months
- agreements for children's services such as Out of School Hours Care (OSHC), vacation care, child care centres, long day care, preschools
- agreements relating to establishment or renewal of markets
- agreements with commercial ventures (other than "very small" commercial ventures) including canteens, school uniform shops, use of playing fields, or dedicated use of buildings including demountables
- agreements that involve the construction or upgrade of facilities.

#### Example:

A principal is approached by a not-for-profit organisation wanting to use a classroom for music practice. The organisation initially wants to use the classroom for six months. The principal creates and signs a Community Use Agreement with the organisation.

A month before the Community Use Agreement expires, the organisation notifies the principal of their wish to use the classroom for another 18 months. The principal does not use a Community Use Agreement but instead contacts the local Asset Management Unit for advice.

## 5.4.2 Communication

Use of school facilities is most effective when there are open lines of communication and clear protocols in place between the school and the community user. This includes notification of any building works or activities scheduled to occur at the school that may impact on the delivery of service or any activities of the service that may impact on the school.

## 5.4.3 Dispute resolution

Every attempt should be made to resolve issues at the local school level.

However, if the matter cannot be resolved locally, and conciliation is required, the school or the user group may refer the issue to the Director, Public Schools NSW, who will convene or arrange for a conciliation/negotiation meeting with a representative of the user group, the principal and a support officer, if required.

The Complaints Handling [policy and guidelines](#) will be used to manage complaints.

Where necessary, an interpreter service should be used to facilitate effective communication. The Director, Public Schools NSW, will also have access to relevant technical advice and support from state office directorates.

Schools should maintain a file with documented concerns raised by the school, the community or the community user.

In exceptional circumstances, the Director, Public Schools NSW, may refer the matter to the Executive Director, Public Schools NSW. The Executive Director may utilise the services of an independent arbitrator.

## 5.4.4 Suspension or termination of a community use agreement

The principal is able to suspend or terminate an agreement in extenuating circumstances to ensure that school, departmental or public requirements are met including:

- disasters where school facilities are needed to house students or provide community accommodation or operate as emergency relief centres
- where an unforeseen essential school need arises, requiring exclusive use of the facilities
- where the school is closed and the land is scheduled for disposal.

The principal may also suspend or terminate an agreement:

- where the facilities become unsafe or the activity undertaken poses a threat to safety
- where the activities engaged in by the user are detrimental to the school and its students

- where there has been a significant breach or repeated breaches of the agreed conditions by the community user
- where a provider of children’s services loses regulatory approval
- when schools are to be used as polling places for upcoming federal, state or local government elections.

On termination of an agreement, any relevant fees paid by the community user will be refunded.

## 5.4.5 Responsibilities and delegations

### Principals:

- promote the use of school facilities by community users
- manage community use of school facilities to the mutual benefit of the school and the community
- advise the Director, Public Schools NSW and the local Asset Management Unit of rejection of applications
- receive applications for community use and liaise with community users
- conduct a risk assessment regarding the adequacy of the facilities
- conduct a risk assessment regarding the suitability of the community user
- ensure the proposed use is appropriate and not prohibited and that risk and child protection issues are addressed
- approve applications for community use, and sign Community Use Agreements consistent with their delegation
- suspend or terminate an agreement
- ensure that the community user has appropriate insurance cover including public liability
- meet with the community user annually or as needed to ensure all terms of the agreement are adhered to, discuss whether any modifications are required and check that appropriate insurances and child protection requirements are current.

### Directors, Public Schools NSW:

- conciliate disputes where the dispute cannot be resolved locally.

### Local Asset Management Unit:

- provides advice when requested.

### Legal Services Directorate:

- provides schools with support and advice relating to the legal implications of particular community use arrangements
- assists with the drafting of agreements if required.

### Work Health Safety Directorate:

- provides schools with support and advice relating to work health and safety and risk management activities.

Note: Community use agreements are not be used for children’s services such as OSHC (see Section 4)

## 5.5 Licence/lease

This section does not cover:

- uses that have a duration of 12 months or under and are not a commercial venture – see **section 5.4**
- community partnerships for the development and upgrade of facilities– see **section 5.6**
- use of school facilities for children’s services (including OSHC) – see **section 4.**

### 5.5.1 When to use a licence/lease

A *licence/lease* should be used when:

- the length of the community use arrangement is for a period exceeding 12 months

OR

- regardless of timeframe, the community use arrangement is a commercial venture (except for “very small” commercial ventures as determined by the principal).
- The use of the space is:
  - **licence** when the operator’s use is not exclusive (some licences may entail exclusive use) or
  - **lease** when the operator has exclusive use.

These terms are explained in the Definitions section. Legal Services Directorate will determine whether a lease or licence is appropriate.

Community users also need to have (or have applied for) appropriate regulatory approval for their proposed service.

Community users may seek to supply their own building to be placed on the lease/licence site. Information should be sought from the local Asset Management Unit and the **Toolkit**.

#### **Example:**

A church group began to use school facilities under a community use agreement, but now wants to use the facility for a period of 18 months.

The principal should, with the assistance of the local Asset Management Unit, negotiate and enter a more detailed licence agreement with the church group. The licence will set out in detail both parties' obligations.

## 5.5.2 Responsibilities and delegations

### **Principals:**

- promote the use of school facilities by community users
- manage community use of school facilities to the mutual benefit of the school and the community
- advise the Director, Public Schools NSW and the local Asset Management Unit of rejection of applications
- receive applications for community use and liaise with community users
- conduct a risk assessment regarding the adequacy of the facilities
- conduct a risk assessment regarding the suitability of the community user
- ensure the proposed use is appropriate and not prohibited and that risk and child protection issues are addressed
- consult with school community in regard to proposed community use

- endorse and refer to the local Asset Management Unit (intranet only) proposed uses of greater than 12 months duration for approval by a delegated officer
- seeks support from the Director, Public Schools NSW
- provide all licence/lease agreement details including the building, rooms and land use to the local Asset Management Unit (intranet only) for registering on the DEC Asset Management System (AMS)
- refer any proposed termination of a licence/lease agreement to the Executive Director, Asset Management and the local Asset Management Unit (intranet only).

### **Directors, Public Schools NSW:**

- give support for entering into a lease/licence if the user is undertaking a commercial venture.

### **The Secretary, the Deputy-Secretary Corporate Services or the Executive Director Asset Management Directorate:**

- executes the licence/lease.

### **The local Asset Management Unit:**

- provides the principal with support and advice on proposals to enter into licence /lease agreements over 12 months in duration
- assists the principal in the development of leases and licences.
- assists in managing procurement processes in accordance with the Procurement Guide for Community Use of School Facilities.

### **Asset Management Directorate:**

- approves licence/lease agreements
- approves all proposals by schools or community partners to terminate licences /leases over 12 months in duration before the end of the agreement (subject to the terms negotiated)
- receives and files originals of all approved agreements over 12 months.

### **Asset Management Directorate, Manager, Property:**

- records details of all lease and licence agreements on the Asset Management System.

### **Legal Services Directorate:**

- provides schools with support and advice on particular community use arrangements and assists with the drafting of complex licences/leases relating to community use of school facilities.

### **Work Health Safety Directorate:**

- provides schools with support and advice relating to work health and safety and risk management activities.

## **5.6 Project deeds and licences for joint use**

### **5.6.1 When to use project deeds and licences for joint use**

Project deeds are used for the joint construction of a school facility with a community partner e.g. Council, with the aim of joint use of the completed facility e.g. playing field. The project deed only covers the construction of the proposed jointly used facility.

A separate licence will need to be drafted for the joint use when the facility is completed. A project deed and licence for joint use may be referred to as a Joint Use Agreement.

In both cases the local Asset Management Unit and Legal Services Directorate will need to be involved very early on in the process.

Without limiting the need for flexibility the following general principles should be considered before proceeding with such arrangements.

### **5.6.2 Considerations for project deeds:**

#### **Cost neutrality**

The development and use of school facilities in accordance with a project deed should be at no cost to the school. Any costs resulting from the use should be recovered, including electricity, gas, water, cleaning, garbage removal, security, insurance, administration, additional wear and tear, the use of specific items of equipment, and any other incidental costs arising. The school may recover these costs by a licence fee, by charging a percentage of actual bills based on the hours of usage, or by payment in kind, such as community provision of maintenance of the facility.

#### **School requirements**

The use of the joint facility by the community user should not impact on school requirements. As such, these facilities will not be available for community use during school hours and at other times that the school may require use.

#### **Ongoing viability**

The school should not enter into a project deed and licence for joint use where an extended period of usage cannot be guaranteed e.g. where the land on which it is proposed to build sporting amenities may be required in the future to meet anticipated student growth.

#### **Availability of existing community facilities**

The Department should only make facilities available where there is a shortage of such facilities within the community. Where existing providers are able to offer an appropriate standard of facilities, the Department should not compete with them.

#### **Development approval**

The use of school land by community users for purposes which are not usually permitted in council's Local Environment Plan for the school site may require development consent. The project deed will include conditions requiring the community user to lodge a Development Application and obtain approval from council with a specified timeframe.

## Levels of usage

Project deeds and licences for joint use may contain conditions on the levels of usage for the facilities.

It is important that any joint use arrangement does not place too much pressure on the capacity of the facility.

For example, the horticultural ideal for use of a playing field varies depending on the quality of field construction but is generally 20 hours per week. Continual overuse will lead to the development of bare areas and eventually an uneven surface which may be unsafe for use.

## Neighbourhood constraints

The use of school playing fields at night and on weekends may have noise, lighting, parking and traffic management impacts on neighbouring residents. The principal will need to satisfy themselves that neighbours have been consulted by the local council or the community user and their concerns addressed before proceeding with the project deed and licence for joint use.

## Cost of joint use facility

The proposed cost to undertake the joint development of a facility will need to be accurately determined, and approval and consultation undertaken with the local Asset Management Unit.

## 5.6.3 Responsibilities and delegations

### Principals:

- manage community use of school facilities to the mutual benefit of the school and the community
- advise the Director, Public Schools NSW and the local Asset Management Unit of rejection of applications
- receive applications for community use and liaise with community users
- conduct a risk assessment regarding the adequacy of the facilities
- conduct a risk assessment regarding the suitability of the community user

- ensure the proposed use is appropriate and not prohibited and that risk and child protection issues are addressed
- consider opportunities for the development of community partnerships for the enhancement and use of school facilities in consultation with their Director, Public Schools NSW and local [Asset Management Unit](#) (intranet only)
- promote the concept of community partnerships for the development of school facilities in the school community
- manage the consultation process within the school community relating to the concept of project deed and licence for joint use
- seek support and advice from the local [Asset Management Unit](#) (intranet only) regarding proposals to enter into community partnerships and project deeds
- give in-principle support for project deeds and licences for joint use
- refer plans for the upgrade of a facility to the local [Asset Management Unit](#) (intranet only) for review
- work with the local [Asset Management Unit](#) (intranet only) to establish a Development Control Group
- refer any proposal to terminate a project deed before the end of the deed to the Director, Public Schools NSW and the [Asset Management Directorate](#).

### Directors, Public Schools NSW:

- provide support and advice to the principal in promoting the concept of community partnerships and project deeds
- in consultation with principals, liaise with local council and the local [Asset Management Unit](#) (intranet only) regarding opportunities for community partnerships and project deeds
- facilitate the provision of technical support and advice for school communities considering the development of community partnerships for the use of school playing fields
- conciliate disputes relating to project deeds and licences for joint use.

### **Local Asset Management Unit:**

- provides schools with support and advice on proposals to enter into a project deed and licence for joint use
- assists the school in the development of a project deed and licence for joint use which will be drafted by Legal Services
- reviews plans for the upgrade of facilities to ensure they meet school and legal requirements
- consults with the principal and school community on the plans for the upgrade of facilities
- reviews the project deed and licence for the joint use drafted by Legal Services and its subsequent approval by the appropriately delegated officer within the Asset Management Directorate
- manages the project deed to ensure it is adhered to by all parties.

### **Asset Management Directorate:**

- the Executive Director, Asset Management and the Director, Property and Facilities Management has authority to approve a project deed and licence for the joint use of the facility, only with the agreement of the school principal
- approves all proposals to terminate the arrangement before the end of the licence.

### **Asset Management Directorate, Manager, Property:**

- records details of all lease and licence agreements on the Asset Management System.

### **Legal Services Directorate:**

- drafts any project deed and separate licence for the joint use of the facility and provides advice.

### **Work Health Safety Directorate:**

- provides schools with support and advice relating to work health and safety and risk management activities.

### **The Secretary, the Deputy-Secretary Corporate Services or the Executive Director Asset Management Directorate:**

- executes the licence/lease.

## 6. Local council as a community partner

The Department encourages schools to enter into arrangements with the local council to promote the use of school facilities.

The benefits include:

- minimising the financial and administrative input by the school
- facilities will be promoted in accordance with local council standards, thereby providing a consistency in facility use within the council area

- all community organisations will have an equal opportunity to access the facilities through council.

Principals may also be able to obtain facility hire rates from council in order to determine fair rates for for-profit users.

## 7. Considerations for community use agreements/leases/licences

### 7.1 Insurance

All agreements, leases, licences and deeds require that the community user has appropriate insurance cover including public liability with a cover of at least \$20 million per occurrence and workers compensation insurance. Evidence of these insurances in the form of Certificates of Currency of insurance is to be presented to the school principal prior to using the facility. The Department should be listed as an interested party on all public liability insurance policies.

The principal may exercise discretion to hire school facilities to a community user under a *Community Use Agreement* notwithstanding that the community user does not have public liability insurance, if the use is of a non-commercial nature and the principal is satisfied that the use is of a low risk nature. If there is a claim as a result of the Department's breach of its duty of care the Department's insurance will be responsible.

Principals requiring clarification about insurance matters should contact the [Department's Legal Services Directorate](#) (intranet only) for advice.

### 7.2 Cleaning

Cleaning resulting from community use should not incur any extra expense to the school or the Department over that incurred by the school's normal cleaning routine.

Principals should notify their school cleaning contractor when there is out of hours use to see if the contractor can reschedule cleaning of the particular room/s after the community use without additional cost. If this is not possible then any additional cost for cleaning required because of community use will be paid by the user.

Rubbish should not be left in areas where wind or natural birdlife can result in its being strewn across the school playground. Playground and carpark areas should be left clean at all times and rubbish disposed of in appropriate bins, or taken with the community user.

If using a facility that is set up for an examination the following day or at the start of a new week, all furniture must be restored to the 'set up' position. Any community user running events or activities involving food and/or animals and agricultural supplies is to ensure cleaning takes place at their cost. This is to mitigate the risk of exposing the school premises to contaminants that could be problematic to people with allergies.

### Community use agreements

For use of facilities under a community use agreements any additional cleaning required/ incurred as a result of the use will be arranged by the principal and paid for by the user.

## Licence

For arrangements covered by a licence the cost of cleaning will generally be covered by the licence fee.

Where a licence for children's services is established, cleaning will be paid for by the Department where the facility is cleaned within the school's existing cleaning contractor's hours of operation. The hours of operation of the children's service will be taken into consideration when cleaning is considered and costed. The objective will be to minimise disruption to the service. Additional cleaning in holiday periods may require the operator to pay an additional fee and will be by arrangement.

## Lease

For arrangements covered by a lease, the operator should arrange, and pay for, their own cleaning. This can be done through the school's cleaning contractor at an additional cost to the operator or another service.

## 7.3 Damages

Malicious damage to property and equipment caused by any community user or its invitees is paid for by the community user.

The principal will ensure that community user groups are aware of the need to **notify** and report any accidents or incidents to the WHS Incident and injury hotline on 1800 811 523. Community users should also immediately report to the principal any damage or accident occurring during the use of school facilities. Any near misses or incidents involving the injury of a person on school grounds on weekends must be reported to the WHS incident and injury hotline on 1800 811 523 as soon as practicable (the hotlines normal operating times are between the hours of 8am – 5pm Monday to Friday.)

Where the community user has exclusive use of a facility a checklist of facilities and equipment included in the lease and their condition must be completed by both the school and the community user before occupancy is permitted. This type of checklist noting the condition of facilities and equipment is also useful for non-exclusive use of facilities.

## 7.4 Council approvals

If the proposed community use involves activities which are not normally permitted in council's planning instrument e.g. commercial uses such as a Sunday market or public car park, the prospective user lodges a development application with the local council. For clarification on whether a development application is required, the prospective community user should seek written advice from council's environmental planning services department.

When a development application is required, the prospective user completes a development application form obtained from the relevant local council. The Executive Director Asset Management Directorate may give land owner's consent to the lodgement of the development application. The prospective community user is responsible for all costs associated with the lodging of the development application including cost of preparing plans, statements of environmental effects, traffic report, acoustic/noise report, [NSW Environmental Protection Authority \(EPA\)](#) licences etc., and the appropriate application fees charged by council.

If development consent is granted by council, the prospective user provides the principal with a copy of the consent for the principal's information and record. The principal is not responsible for complying with the conditions of consent. Compliance with conditions of development consent is the sole responsibility of the user.

## 7.5 Screening of films and videos

The screening of films and videos for entertainment purposes in schools by a community user is permitted where the community user certifies that:

- the classifications of the [Australian Classification of films and computer games](#) are observed
- the advice of the [Australian Copyright Council](#) is being observed.

School facilities are only to be used as a **commercial theatre** where:

- there is no commercial theatre within a reasonable distance from the school which is prepared to screen the film or video

- there is no public hall or other building in close proximity to the school suitable for the screening of the film or video and
- the film title and rating are clearly stated in the agreement.

If a film is inappropriate, an agreement should not be signed.

## 7.6 Consumption of alcohol

The Department's [Drugs in Schools Policy](#) states that alcohol must not be consumed on or brought to school premises under any circumstances during school hours. In the case of cross-sectoral sites (eg. joint school/TAFE sites) a decision regarding the extent of school premises will need to be made in the local context.

Community users may be permitted to consume alcohol on school premises outside school hours, provided:

- the principal, following consultation with the executive of the school's P&C Association agrees to such consumption and grants permission in writing within the agreement notes
- they have the appropriate licence to serve liquor from the [NSW Government Trade and Investment Office of Liquor, Gaming and Racing](#)
- all children present are in the company of a parent or guardian and
- the persons granted permission to consume the alcohol agree to act in a socially responsible manner that would set an example to children.

### Example:

A trivia night is planned by the P&C Association for their high school. Students are encouraged to attend and make up their own tables. The P&C Association wishes to allow adults to bring alcohol. The principal does not agree to this as there could be some students present without their parent or guardian.

## 7.7 Safety and security

Principals should ensure that all safety and security issues are included in the Community Use Agreement. Leases/Licences should also make provisions for safety and security issues. Safety and security issues include:

- 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
- a suitable process for collecting and returning keys
- manage the school's alarm system. The alarm system must on each occasion:
  - be disarmed before the community user commences using the use of the facility
  - be armed when the community user has finished using the facility
- supervision of community members who are using the facility (this will generally be the responsibility of the community user) and
- expected behaviour standards of users of the facilities
- emergency procedures.

Community users should be advised of the school contact officers and the roles of the [School Security Unit](#) (intranet only) so that they may make appropriate contact in the case of an emergency or major incident while they are using school facilities. Further information is in the [Toolkit](#).

## 8 Available space/facilities

Principals should ensure that facilities and amenities are actually available for the proposed use.

**A facility** is a space to be hired. This includes basic furniture inherent in the use of the space such as chairs, tables, black-boards and whiteboards and disability access to the room from entry to the school.

The storage of materials belonging to the community user on the school site is at the discretion of the principal. Responsibility for the materials left on the school site remains with the community user.

**An amenity** includes toilet and hygiene amenities, including wheelchair or disability accessible amenities where available. Where:

- the amenity is located in the facility (for example toilets located in a school hall), access to amenities is to be included with the hire of school facilities and calculated as part of the hire rates, not as a separate item
- the amenity is separate to the facility (for example, a school classroom and separate toilet block), amenities are listed as a separate item to be hired,

**Equipment** is additional equipment not inherent in the use of the space. Equipment includes sport equipment, computers, networks/internet and interactive whiteboards.

Use of any additional equipment such as smartboards or computers may be requested by the user. The principal will determine whether the additional equipment is available and the appropriate charges. If the additional equipment includes use of the school network, the principal will take into consideration issues relating to information security in accordance with **section 8.2.3**.

### 8.1 Risk assessment

The principal 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 undertake a risk assessment prior to agreeing to the use of a departmental site by a community user and prior to renewing an

agreement. Community user groups should provide information on the activities being undertaken and the risks involved with the activities. Community user groups should also provide information as to how the risks will be mitigated.

The risk assessment process must address work health and safety and child protection issues.

The risk assessment may consider issues such as:

- whether the proposed use is legal and in keeping with the school's purpose and goals
- whether the community user is a suitable person with whom to enter into an agreement.

**The community user should provide the following information:**

- the proposed use of the site
- whether the facilities are fit for purpose
- the roles and responsibilities of the organisers and volunteers
- the supervision of children in the grounds (including play equipment areas and toilets), car parks and surrounding streets
- condition of the school grounds and play equipment
- emergency medical plans
- safe working statements, structural certificates or risk management plans if appropriate
- age of participants.

It is the principal's responsibility to assess the risks associated with the use and if it is appropriate for a school site. In this context it is reasonable for the principal to expect that potential community users will undertake their own risk assessment process and put in place risk control measures. In conducting an appropriate use risk assessment, the principal may also seek advice and support from the local Asset Management Unit.

**Managing the risks associated with the use of the facility once an agreement has been signed rests with the community user.**

## 8.2 Considerations when assessing the suitability of spaces

### 8.2.1 Disability Access

The Department will not be responsible for providing disabled access for community use. The community user will need to satisfy itself that any disability access requirements can be met by the existing facility.

Alternatively, community users may pay to have upgrades installed. In this case, the approval of the principal and the local Asset Management Unit must be obtained.

### 8.2.2 Access to amenities

Access to appropriate toilet facilities for adults and children is a fundamental requirement when considering community use of school facilities. Cost relating to these facilities including rent and cleaning should be considered in the proposed agreement. Discussions between the school and the prospective user prior to the completion of the agreement should clarify the user's needs and the capacity of the school to meet those needs. Particular attention should be paid to the needs of people with disabilities.

Toilets are to be left clean and ready for use by the school.

As a minimum, it is recommended that there is one toilet for every 15 children as well as access to hand washing facilities and accessible toilets.

### 8.2.3 Information security

Consideration should be given to the safety and security of data held by the school, particularly to sensitive personal information if the proposed use of school facilities includes access to the school's computers and/or network.

Guidance is provided by the [Information Security Policy](#).

### 8.2.4 Lighting

The principal and the community user should satisfy themselves that the existing lighting (including lighting in playgrounds, access/exit points, passageways and school toilets) is adequate before any agreement is finalised. If the lighting is inadequate, the community user could choose to upgrade the lighting at their cost. Alternatively, the school and the community user may consider upgrading on a shared-cost basis. The agreed works will be arranged by the Department on a full cost recovery basis.

### 8.2.5 Use of school equipment

Community users seeking access to equipment other than the basic provision (tables, chairs and non-electric whiteboards) should discuss their requirements with the school at the time they negotiate the agreement.

Equipment such as sound systems, public address equipment, copiers, DVD or CD players, interactive whiteboards and other ICT equipment may be available but should be identified in the agreement. Use of this equipment may attract an additional usage fee. Any school equipment made available to community users should be recorded in the schedules to the agreement. The condition of these items should be agreed prior to the commencement of the agreement.

The principal will determine whether the additional equipment is available and the appropriate charges. If the additional equipment includes use of the school network, the principal will take into consideration issues relating to information security in accordance with **section 8.2.3**.

#### Example:

A church group wishes to use the fixed data projector and roll down screen and sound equipment in the hall during their church services.

These provisions are agreed to with the understanding that the church group will provide their own computer and not access the school's network.

The agreement details these arrangements.

## 8.2.6 Hours of operation

The hours of operation of the community use must not interfere with school operational requirements. The community user may be required by the licence, lease or agreement to operate before school, after school, on school development days and during school vacations. Where the facilities are to be shared by the school and children's services, a process should be put in place to accommodate variations in routine of either party including adequate notice and emergency arrangements. The agreement, lease or licence should also address preparation time, closing time and administration time.

Hours of operation will need to comply with any Development Approval.

## 8.2.7 Noise

Prior to entering into any agreement, noise levels and the impact on the surrounding community must be considered. Conditions limiting noise may be included in the agreement.

# 9. Consultation, surveys and forecast

For community use of school facilities of 12 months duration and under, in most cases the principal will determine the suitability of the proposed use. Principals may consult with interested parties such as:

- nearby neighbours who may be impacted
- the P&C Association
- local government where a development application or other approval may be required.

If, on commencing consultation for the community use of school facilities, the proposed use appears potentially contentious, the principal should further consult with the Director, Public Schools NSW, and/or the local Asset Management Unit.

For leases and licences, including the provision of children's services and project deeds and licences for joint use, the principal should conduct consultation with interested parties prior to referral to the local Asset Management Unit.

## 10. Finance and rent

Principals should ensure that fees and discounts are fair and equitable, and reflect the proposed use of the facility.

Asset Management Directorate will set standard fees for OSHC.

For any other lease or licence, the local Asset Management Unit negotiates the appropriate fees in consultation with the principal.

### Example:

Parents of an ill child within the school community wish to hold a fundraising event in the small hall on a Saturday night for 6 hours for the medical charity that supports their child. The calculated fee would be \$177.90 but the principal determines that because it is for a charity related to a student, a discount of 10% will apply.

### 10.1 Fees for community use agreements

Appropriate fees for use of school facilities and for equipment are set by the principal for community use agreements.

#### Free use

Approved Community Language Schools receive free use of school facilities for community language classes during school terms. See **section 3.3.2** for further information.

Free use is also granted to the Parents and Citizens association for meetings, the Saturday School of Community Languages, the Aboriginal Education Consultative Group, professional teachers' associations and Adult Migrant English Service classes.

#### Not-for-profit

Recommended minimum hire rates and ongoing hourly rates for not-for-profit organisations are set out in the **Toolkit**. These rates are determined on a cost recovery basis to ensure there are no costs to the school in conducting the community use. If the school's cleaning contractor incurs additional costs in rescheduling cleaning of the particular space after

the community use, the school principal may add this to the costs payable by the community user.

#### Commercial/for-profit

Hire rates for commercial use are to be determined by researching similar facilities and rates in the surrounding area e.g. Council hall hire rates.

### Example:

A community college seeks to hire a kitchen classroom in order to give cooking lessons. If the community college is a not-for-profit organisation, the fees charged are based on cost recovery. However, the community college is a commercial entity. The principal conducts research on appropriate rates by seeking information on rates from the local Council and internet searches.

### 10.2 Discounts for Community Use Agreements

Principals may consider offering a discount on hire rates for arrangements involving:

- 50 hires or more per year to the same community user
- P&C Association related events
- Charitable and not-for-profit organisations.

A 10% discount is recommended.

### 10.3 Equipment fees

Any equipment fees set by the principal should take into account estimated costs of maintenance, wear & tear, cleaning and replacement. Fees should be negotiated between the principal and community user prior to entering into an agreement.

## 10.4 Security deposit

Principals may request a security deposit from the community user. A security deposit is an up-front payment made by the community user that the school may be entitled to use if the community user does not comply with the terms of the agreement. A security deposit may also be used to cover the cost of lost or damaged equipment including keys, passes and locks.

The aim of a security deposit is to:

- encourage compliance with the agreement
- discourage careless use of equipment and
- provide funds to cover replacement or repair of damage.

As a guide, the security deposit should represent 5% of the value of the agreement. For example, a 12 month agreement worth \$10,000 would incur a security deposit of \$500. Security deposits may be required for single use community users, which will need to be considered according to the risks associated with the proposed use. For example, a larger security deposit may be considered for the use of facilities for an event which includes food and alcohol.

Security deposits should be receipted as trust items and should also be recorded in the 'Register of Financial Items' (this also facilitates tracking over a number of years). For further advice please contact your [Schools Finance](#) (intranet only) contact officer.

### Leases and Licences

Security deposits are required for leases and licenses. The security deposit is generally based on 3 months rental of the first year licence fee, plus GST. However, if the security deposit amount is below \$1,000, then no payment is required. For example, if the annual licence fee is \$3,500, the security deposit amount is \$875.00 and no payment is required. If the annual licence fee is \$20,000, the security deposit will be \$5,000 plus GST and payment is required.

All lease and licence security deposits of \$1,000 and above must be by way of a bank guarantee, made out to the Department of Education. The bank guarantee will be kept in the Asset Management Directorate with the licence agreement.

Large security deposits for Community Use Agreements can also be accepted by way of a bank guarantee made out to the school.

## 10.5 Legal fees for licences/ leases and deeds

The Department will often incur legal fees for the preparation of leases, licences and deeds. These can be over and above the legal fees which the community users should pay and generally are incurred when negotiations of lease or licence terms are protracted. Where schools are earning fees from commercial ventures there is an expectation that legal fees will be paid out of the lease or licence fees paid by the community user.

## 10.6 Income

Income received by schools from the use of facilities is public money and managed in accordance with the procedures set out in the [School Manual on Financial Management](#) (intranet only). The income should be used by the school to support the cost of the community use of the school facilities and to enhance educational programs.

## 10.7 Probity and ethical behaviour

When dealing with the community it is important that principals act in an ethical manner. This includes, but is not limited to:

- compliance with the Department's [Code of Conduct](#), [Statement of Business Ethics](#) and [Corruption Prevention Procedures](#)
- being aware of, and complying with, the [Procurement policy](#)
- dealing only with reputable organisations
- being impartial in any assessment of applications or tenders
- not accepting gifts from community users or prospective tenderers
- declaring any conflict of interest that staff, their relatives or their close associates may have with potential community users
- ensuring any commercial information provided by community users is kept in confidence
- ensuring that all monies received from community use are declared and used in accordance with the [School Manual on Financial Management](#) (Intranet only).

# 11. Further information

## 11.1 Contacts

Policy issues should be directed to the Director, School Policy & Information Management on (02) 9244 5070

Operational and implementation issues should be directed to the local Asset Management Unit (intranet only) on 132 779.

## 11.2 Applicable legislation

[Charities Act 2013](#)

[Child Protection \(Working with Children\) Act 2012](#)

[Children \(Education and Care Services\) National Law 2010](#)

[Copyright Act 1968](#)

[Environmental Planning and Assessment Act 1979](#)

[Parents and Citizens Associations Incorporation Act 1976](#)

[Privacy and Personal Information Protection Act 1998](#)

## 11.3 Associated policies

[Code of Conduct Policy](#)

[Corruption Prevention Procedures](#)

[Drugs in Schools Policy](#)

[Information Security Policy](#)

[People With Disabilities – Statement of Commitment](#)

[Procurement Policy](#)

[Statement of Business Ethics](#)

[Work Health and Safety Policy](#)

[Working with Children Check Policy](#)

## 11.4 Implementation

These procedures will come into effect immediately for all new community use arrangements, including arrangements which are currently being negotiated but are yet to be formally signed by the parties.

Where an informal community use arrangement exists (i.e. where there is no agreement) a formal agreement, which reflects the requirements of these procedures, should be negotiated as soon as possible.

Principals should advise their local [Asset Management Unit](#) (intranet only) where assistance is required to establish a licence/lease. Principals should also seek advice from the local Asset Management Unit 6 months before the end of the licence/lease term.