



## **HIRE OF FACILITIES POLICY**

### **General**

Northern School for Autism (NSA) has a responsibility to be an integral part of the community which it services. Outside organisations and groups will be permitted to utilise our facilities during times when such use will not interfere with teaching and learning programs or staff professional learning programs.

### **Rationale**

- Schools have a large variety of facilities from which community groups can benefit. Under Section 15AA of the *Education Act 1958*, School Councils may hire these facilities to third parties. Fair and reasonable hiring arrangements can prove mutually beneficial.
- NSA School Council has the authority to allow the use of NSA facilities by outside bodies when the facilities are not required for school purposes. Schools can join with local government, community and business organisations in combining their resources to share facilities.
- NSA School Council has the responsibility to establish the terms and conditions of use and reserves the right to determine the fees (if any) to be charged.
- The Minister's approval is required for all license agreements which are established for purposes other than recreational, sporting or cultural. A license agreement does not grant exclusive use to the licensee. Revenue from licenses is directed to the school concerned.
- School Councils are not authorised to independently enter into lease agreements to augment their own school sites or facilities. A lease provides exclusive use for the holder of the lease. Ministerial approval is required for a grant of leasehold to construct a childcare facility on a school site.
- School Councils must use the department's agreement templates for hire, licensing, and construction and joint use agreements with third parties.
- To guide all parties, protect the interests of schools, and establish a basis for the intended use, management and maintenance of a proposed facility, the DET has established a suite of documents. These include:
  - Guide to Understanding and Developing Community Joint Use Agreements – an overview of community joint use agreements, their key concepts and the processes to be followed in creating them. The Guide provides an initial reference for school councils in discussion with their community partners.
  - Community Joint Use Proposal – this document captures essential information and enables the community joint use agreement to progress and be drafted. The Proposal is to be completed by parties to the Agreement.
  - Community Joint Use Agreement – this is the formal legal agreement setting out the rights and responsibilities of parties involved, and comprises core and option clauses. Core clauses ensure key rights and obligations which are binding; option clauses provide flexibility concerning key operational requirements. Prepared by the Department, the document creates certainty and minimises risk for all parties to the agreement.

### **Note**

School Councils may enter into arrangements with third-party operators for markets on school sites provided that parties agree to the Department's licence agreement and comply with Department guidelines.

School Councils are reminded to follow the Department's Schools as Community Facilities: Policy Framework and Guidelines, particularly the use of licence or hire agreements, see: Related policies below.

**Reservoir Campus**  
16-18 Gertz Avenue  
RESERVOIR VIC 3072  
Phone: (03) 9462 5990  
Fax: (03) 9460 8058

**Lalor Campus**  
2-4 Lyndon Street  
LALOR VIC 3075  
Phone: (03) 9464 3480  
Fax: (03) 9464 4713

[northern.sch.autism@edumail.vic.gov.au](mailto:northern.sch.autism@edumail.vic.gov.au)  
<http://www.northernautism.vic.edu.au/web/>



School Councils should not sign any agreement prepared by the market operator. The Department's standard licence agreement should be used without alteration.

The market operator must obtain the relevant planning permit from the local council, unless written approval has been provided from the local council that a permit is not required. For the purposes of this policy, third-party operators are not exempt from the planning process as the school exemption relates to 'educational purposes' only. The market operator must also hold the appropriate level of insurance coverage.

Schools will need to consider issues such as appropriate payments to the school for the licence of land, damage restoration and utilities payments.

### Aims

- To ensure the Northern School for Autism complies with the Department's policies and legal agreements for hiring, licensing and shared use of school facilities.
- To ensure that at all times the needs of the students in NSA take precedence over use by outside agencies.
- To ensure that any use of NSA's equipment does not interfere, disturb or otherwise interrupt student use.

### Definitions

**Hire** is used when the community uses a facility on a one-off basis, such as a youth group hiring a school hall for its annual presentation night.

**Licence** is used when the community uses a school facility on a regular basis such as a local drama group hiring out the school performing arts centre every Wednesday evening or local football club hiring the school oval for the season.

**Construction and Joint Use** is a more detailed agreement which applies when a school and/or a third party contribute to the construction of a new building or upgrade of an existing facility such as the construction of a new sports stadium at a school, funded by both the school and local council, to be used by the school and local community sporting groups.

Schools wanting to enter into this agreement must first inform the Department's Infrastructure Division through a Notification of Intention see: [Department resources](#)

### Implementation

- All use of NSA's equipment and resources must be lawful.
- All DET policies and guidelines, including OHS policies and protocols, are to be adhered to at all times.
- No alteration or damage shall be done to the premises, equipment or resources.
- All groups expressing interest in the use of NSA facilities will be required to meet with the appropriate school personnel to discuss the facilities available and the terms and conditions of use. The Principal or Campus Principal will be the day-to-day contact for groups hiring NSA facilities.
- NSA School Council will allow the hiring of facilities to external groups under the following conditions:
  - That the individuals or organisation hiring the facilities have taken out public liability insurance and can provide documentation to that effect.
  - That the appropriate written hiring agreement is signed by both the School Council President and the hirer, before use commences. The written hiring agreement will cover such items as:
    - the period of the agreement, specific times of use and areas to be used;
    - contact names and telephone numbers of all parties;

**Reservoir Campus**  
16-18 Gertz Avenue  
RESERVOIR VIC 3072  
Phone: (03) 9462 5990  
Fax: (03) 9460 8058

**Lalor Campus**  
2-4 Lyndon Street  
LALOR VIC 3075  
Phone: (03) 9464 3480  
Fax: (03) 9464 4713

[northern.sch.autism@edumail.vic.gov.au](mailto:northern.sch.autism@edumail.vic.gov.au)  
<http://www.northernautism.vic.edu.au/web/>



- access and security arrangements, including arrangements with keys and locking up;
- damage to property and arrangements to repair any damage;
- cleaning and car parking arrangements; and
- notification arrangements if NSA requires the facility during the normal hire period.
- Prior to outside groups or bodies using NSA facilities, the Principal/Campus Principal will coordinate the provision of an 'Existing Conditions' summary which itemises pre-existing damage and arrange for the review of the premises after the hire period to determine if any damage has occurred during the hire period.
- School Council reserves the right to revoke an agreement or change the fee schedule at any time.
- Technical problems, damage, abuse, security breaches, viruses or lost/damaged equipment must be reported immediately. NSA will not be liable for loss of income due to equipment or resources failure including data lost.
- NSA School Council:
  - Will respond to any concerns notified by the hirer regarding unsafe or dangerous equipment, buildings or facilities.
  - Reserves the right to refuse to hire facilities to groups and reserves the right to terminate the hiring agreement if the facilities are being used in any manner which contravenes this policy.
  - Will not charge a fee for the use of facilities by groups associated with the school (e.g. Fundraising Committee).
  - Will use the Department's School Council Hire Agreement templates available at <https://edugate.eduweb.vic.gov.au/Services/legal/Pages/School%20Council%20-%20Shared%20Use%20of%20Facilities.aspx>

Please Note: The Australian Electoral Commission and the Victorian Electoral Commission are empowered to use schools as polling places during an election. If there is a conflict of demand with respect to the use of school premises on election day, the facilities must be made available for use as a polling place.

**Reservoir Campus**  
16-18 Gertz Avenue  
RESERVOIR VIC 3072  
Phone: (03) 9462 5990  
Fax: (03) 9460 8058

**Lalor Campus**  
2-4 Lyndon Street  
LALOR VIC 3075  
Phone: (03) 9464 3480  
Fax: (03) 9464 4713

[northern.sch.autism@edumail.vic.gov.au](mailto:northern.sch.autism@edumail.vic.gov.au)  
<http://www.northernautism.vic.edu.au/web/>



## **References**

School Policy and Advisory Guide

<http://www.education.vic.gov.au/school/principals/spag/infrastructure/Pages/sharedfacilities.aspx>

## **Evaluation**

This policy will be reviewed as part of NSA's three-year review cycle (July 2021) or if guidelines change (latest DET update late July 2018)

This policy was first ratified by NSA School Council on: 30 October, 2014

The first update was ratified on 26 March 2015

Subsequent updates were ratified on 18 February 2016 and 6 December 2018

**Reservoir Campus**  
16-18 Gertz Avenue  
RESERVOIR VIC 3072  
Phone: (03) 9462 5990  
Fax: (03) 9460 8058

**Lalor Campus**  
2-4 Lyndon Street  
LALOR VIC 3075  
Phone: (03) 9464 3480  
Fax: (03) 9464 4713

[northern.sch.autism@edumail.vic.gov.au](mailto:northern.sch.autism@edumail.vic.gov.au)  
<http://www.northernautism.vic.edu.au/web/>