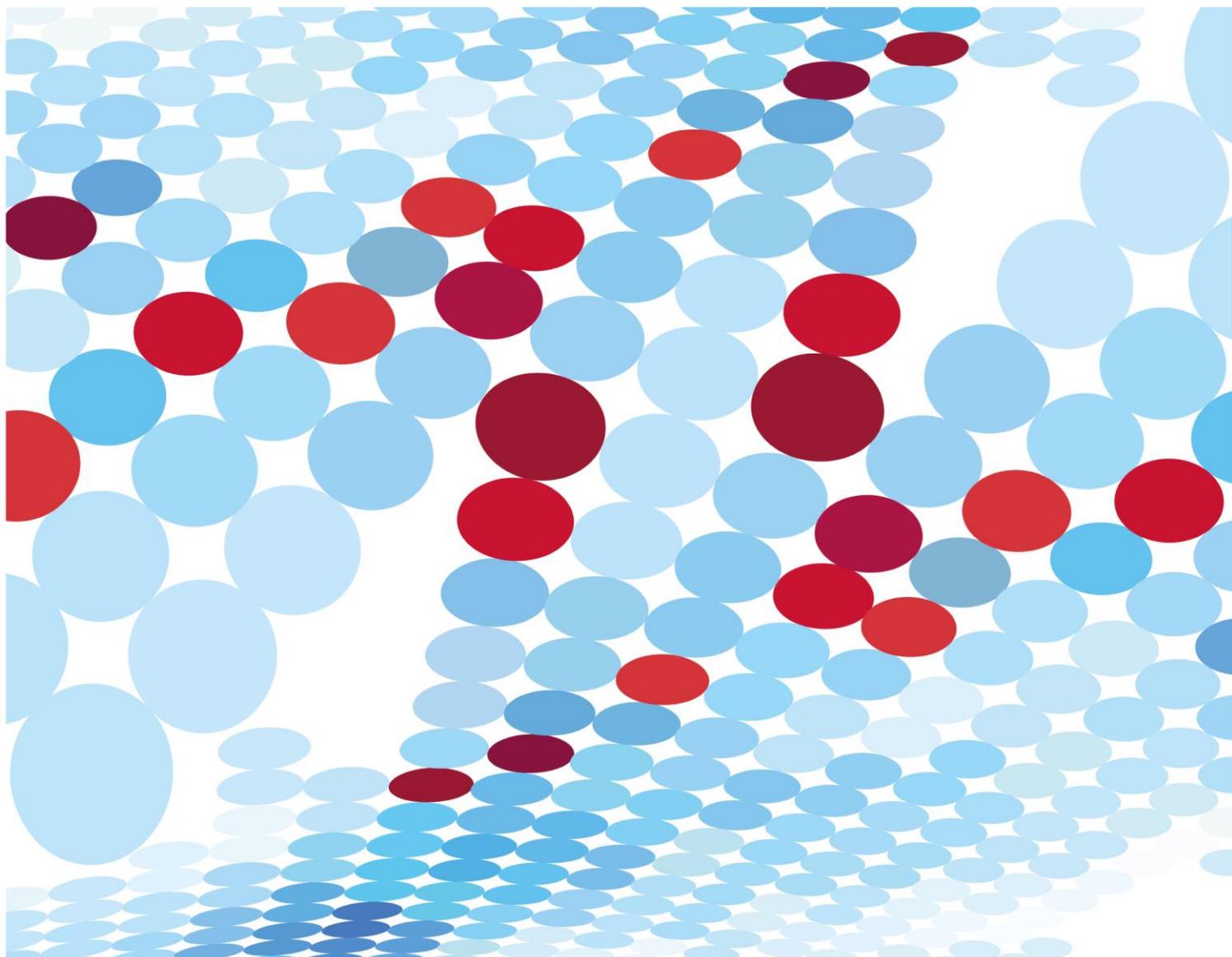


Community user guideline for

# Hiring school facilities



## 1. Introduction

State school facilities are valuable community assets and when not required by schools for school purposes, should be available for use by communities for activities that do not interfere with the school's teaching and learning programs and that provide benefits to the community.

Community users are encouraged to familiarise themselves with the Department of Education's [Community use of state school facilities policy](#), [Community use of state school facilities procedure](#) and these guidelines when considering the hire of a school's facility and/or equipment.

## 2. Child protection

**It is the community user's responsibility to ensure they comply with the [Working with Children \(Risk Management and Screening\) Act 2000 \(the Act\)](#).**

Community users (including their employees, contractors and volunteers) have a responsibility to promote a child safe culture and protect the welfare, safety and best interests of children and young people when the activity involves direct contact with children or young people. [Blue Card Services](#) can provide advice about a community user's mandatory obligations to comply with the Act, and whether a blue card is required by the community user, their employees, contractors and volunteers. [Clause 18 of the Hire Agreement](#) outlines these standard conditions including the requirement to provide documentary evidence of compliance i.e. all personnel required by the Act must hold a current and valid 'blue card' (see clause 18.1 – 18.4 Part 2 – Standard Conditions).

## 3. Risk assessment

**Managing risks associated with using school facilities once a Hire agreement has been signed is the community user's responsibility.**

A community user must provide information about the risks associated with the proposed activity and how these will be managed by completing the [Community user risk assessment](#). The community user should include information about the activities to be undertaken, the risks involved with the activities and how the risks will be mitigated (e.g. risk control measures, training certificates, qualifications, permits).

The principal will then review and assess the risks when considering the community user's application. The principal may need to discuss how these risks are to be managed with the community user and/or include express terms and conditions to minimise and control any potential risks in part 3 – Special conditions of the Hire agreement.

## 4. Priority attributed to users

School educational programs have absolute priority in the use of school facilities. In certain circumstances the principal may suspend or terminate an existing hire agreement. They include:

- 1) elections – federal, state and local elections and referendums where schools are required as polling places;
- 2) disasters and emergencies where school facilities are needed to house students or the local community or to operate as a public cyclone shelter, emergency evacuation centre or place of refuge.

In these situations, the principal may suspend or terminate an existing Hire agreement and no compensation is payable to the community user.

Refer to clause 21 Unavailability of Premises, Part 2 – Standard Conditions of the Hire agreement. Note: in the swimming pool hire agreement this is clause 23.

## 5. Prohibited uses

Community users should be aware of the activities that are considered prohibited use activities. These may include activities that:

- are likely to cause harm or injury to or affect the safety of students, staff or others at the school
- are likely to cause damage to school land, property, equipment, resources or buildings
- are likely to generate excessive noise, light or pose a nuisance to neighbours or residents
- may involve dangerous weapons, equipment, chemicals, gases or materials
- may compromise the external or internal structural integrity of a public cyclone shelter
- involve gambling, unless authorised or licenced to do so

- do not comply with Queensland Government policies or procedures
- are inappropriate or illegal.

Refer to section 2.1 of the department's [Community use of state school facilities policy](#).

### 5.1 ICT services, facilities and devices

As per the [Advice for state schools on acceptable use of ICT facilities and devices](#), which supports the [Use of ICT systems procedure](#), access to a school's ICT infrastructure should be supervised and not interfere with the normal operation of the school or risk compromising the security of the department's network or personal and sensitive information. Where community use is unsupervised, use should be limited to light or sound equipment, and visualisation devices and associated peripheral equipment, to facilitate audio-visual display. Equipment (such as wireless keyboards and mice, wireless presenters, physical display adapters, docks, charging equipment, wireless display adapters) should not be connected to the department's network or hold or be able to access sensitive or personal information. Staff seeking advice for state schools on acceptable use of ICT services and facilities, can email the [ICTpolicy@qed.qld.gov.au](mailto:ICTpolicy@qed.qld.gov.au) mailbox.

### 5.2 Smoking

Community users must also abide by the [Tobacco and Other Smoking Products Act 1998 \(Qld\)](#) which provides that smoking is strictly prohibited at all times on school premises and within five (5) metres outside the boundary of school premises. This law applies at all times including during and after school hours, on weekends and during school holidays.

## 6. Uses requiring Council approval

If the proposed community use involves an activity not permitted in the local council's planning instrument, for example, commercial arrangements such as markets or public car park, a development application or application for material change of use may need to be lodged with the local council by the community user if they wish to hire the school facility for that activity.

**It is the community user's responsibility to ensure the use is permitted by local council.**

The Minister or Director-General or their delegate as owner of the land, may give consent to the lodgement of the development application. The community user is responsible for all costs and fees associated with lodging the development application. Once approved by local council, a copy of the approval is to be provided to the school.

**Compliance with conditions of a development approval is the responsibility of the community user.**

## 7. Hire agreements

The department has three hire agreement templates for use by schools. These provide the community user with the right to occupy and use existing school facilities or equipment for a particular purpose in accordance with agreed terms and conditions. The hire agreements are approved by the school principal.

### 7.1 Hire agreement

A Hire agreement is to be used for the hire of all existing school facilities **except** for a swimming pool or public cyclone shelter.

Parents and Citizens Association and all other users will use this hire agreement for hire of existing school facilities on a single or regular basis not exceeding 12 months.

### 7.2 Hire agreement – swimming pool

This is to be used only for the hire of swimming pools. Parents and Citizens Associations and all other users will use this hire agreement for hire of school swimming pools on a single or regular basis not exceeding three years.

The department requires the school principal to undertake a tender process before hiring out the swimming pool. For advice on the swimming pool tendering process the school principal should contact Procurement, Infrastructure Operations, Email: [procurement.facilities@qed.qld.gov.au](mailto:procurement.facilities@qed.qld.gov.au)

### 7.3 Hire agreement – public cyclone shelter

This is to be used only for the hire of a designated public cyclone shelter. The school will use this hire agreement for hire of public cyclone shelters on school premises not exceeding 12 months.

## 8. Administrative issues

### 8.1 Public liability insurance

**Community user's must ensure they have and maintain public liability insurance for an amount of not less than \$20 million in respect of the proposed activity throughout the term of the hire agreement.**

Before the community user signs the hire agreement, they must provide to the principal a copy of their current certificate of public liability insurance.

A community user may seek to have the amount of public liability insurance reduced or waived **except** where it involves the hire of a school swimming pool of public cyclone shelter.

The school principal will be required to document a risk assessment prior to waiving or reducing the amount of public liability insurance.

Refer to clause 10 Insurance, Part 2 – Standard Conditions of the Hire agreement.

### 8.2 Public liability insurance and the Parents and Citizens' Association (P&C)

P&Cs DO NOT NEED TO SUPPLY an insurance certificate of currency for school internal records and/or for auditing purposes in the majority of cases. Instead, P&Cs can direct the school to the P&C insurance policy. Evidence of your P&Cs Qld affiliation, under the Group Master Insurance Policy arrangements, will satisfy the principal's requirements.

However, certificates of currency are issued for specific purposes therefore a P&C Association must ensure it has adequate insurance and may need to take out additional insurance cover depending on the nature of the proposed activity. For example, where the proposed activity is outside the day-to-day operations of the P&C, such as weekend markets and fetes.

Organisations and individuals engaged by the P&C Association to provide the proposed activity must hold

and maintain their own separate insurance cover. For example, amusement ride operators at a school fete.

The P&C Association should contact their own insurers and P&C Queensland for all enquiries and assistance about public liability insurance.

### 8.3 Term of the hire agreement

Hire agreements are for a period of up to 12 months or three years if it is for the hire of a school swimming pool.

This allows the school to ensure regular review of the terms and hire fees and costs incurred by the school. This also allows other interested community users to have the opportunity to hire the school facilities.

### 8.4 Cleaning

School facilities will be made available to the community user in a clean and good condition. As such, they are to be handed back to the school in the same condition.

Additional cleaning requirements as a result of the community use must be paid by the community user.

Refer to clause 5 Things to be left clean and tidy, Part 2 – Standard Conditions.

### 8.5 Safety and security

The community user must comply with the safety and security requirements included in Part 2 – Standard conditions of the Hire agreement.

In particular the community user:

- is responsible for damage, loss or injury to any person or property arising from the use of the school facility; and the community user is responsible for the cost of any security or emergency call out to the school (see clause 9.1). These types of incidents must be reported to the Principal on the required [incident form](#) within 24 hours of the incident occurring.
- must immediately report any injuries to individuals involved/attending the activity and report any notifiable incidents to Workplace Health and Safety Queensland (WHSQ) on 1300 362128. The principal should also be advised of any notifiable incidents (see clause 16).

- is responsible for securing and locking all doors, windows and gates; and activating any electronic alarm systems after using the school facility each time (see clause 20).
- must not duplicate or provide keys or security codes to any other person without the principal's consent; ensure keys are stored securely when not in use; return keys at the end of the hire agreement; and if keys are lost or not returned, the community user must pay for all costs of replacing them (see clause 20).
- is required to provide adequate emergency equipment and supplies relevant to the type of activity being undertaken so that they can effectively respond to both first aid and other emergency situations.

### 8.6 Use of school equipment

Schools may hire school equipment to community users, however, equipment may not be taken off the school premises. Use of equipment such as sound systems, DVD players, may attract an additional usage fee. These additional costs will be clearly identified in the Hire agreement or stated in the total hire fee. For equipment located inside public cyclone shelters, no permanent or structural changes, alterations or improvements can be made.

### 8.7 Damage to property or equipment

Any damage to property and equipment must be reported immediately to the school principal. The principal should be advised how the damage occurred. The principal will arrange for the damaged property or equipment to be fixed or replaced with costs charged to the community user.

### 8.8 Alcohol

Community users may be permitted to consume, supply or sell alcohol on school premises provided:

- before the event, written approval is obtained from both the principal and the P&C Association (see sections 14 and 15 of the [Education \(General Provisions\) Regulation 2017 \(Qld\)](#))
- all children present at the event are in the company of a parent or guardian
- the community user has applied for an appropriate liquor permit under *The Liquor Act 1992 (Qld)* (at

the community user's cost) before alcohol is supplied or sold at the school premises.

Eligible associations under *The Liquor Act 1992 (Qld)*, such as P&C Associations, sporting clubs and Rotary and Lions Clubs, will generally not have to apply for a community liquor permit to sell alcohol at fundraising events. However, certain limitations may apply including:

- the community users agree to act in a socially responsible manner
- the school is not located in a 'dry place' as defined in section 28 of the [Aboriginal and Torres Strait Islander Communities \(Justice, Land and Other Matters\) Act 1984 \(Qld\)](#) where the supply, sale or consumption of alcohol is prohibited.

### 8.9 Night lighting

If the school facility is being used after hours, the community user should satisfy themselves that the lighting at the school is adequate before entering into the hire agreement. The principal may include in Part 3 – Special conditions for Hire agreement, a provision that the community user has undertaken an assessment of the night lighting and certifies it is adequate and suitable for the purpose.

### 8.10 Access to amenities

The community user should be clear about their requirements to access toilet facilities so the school can consider its capacity to meet them. The community user is to leave the toilets clean and ready for use by the school. Any costs related to cleaning toilet facilities should be discussed and considered as part of the Hire agreement.

## 9. Financial issues

### 9.1 Fees and charges

The hire fee in the Hire agreement are inclusive of:

- GST
- outgoings (e.g. water, electricity, gas, telephone and telecommunications charges)
- cleaning costs (if agreed in item 18 of the Hire agreement or Item 19 of the Hire agreement – Swimming pool that the school is responsible for cleaning at the hirer's cost).

Principals have the discretion to determine the fees and charges for the hire of school facilities. Fees and charges should at a minimum, ensure full cost recovery so that the school is not financially disadvantaged.

The community user is responsible for all costs resulting from the use of the school facility including, cleaning and operating costs, electricity, water and any other outgoings.

Community users conducting activities of a commercial/profit making nature should be charged market rates. To determine market rate, principals will consider comparable fees and charges for similar venues and other local schools, for similar types of use.

### 9.2 Fees and charges for P&C Associations

Principals may charge a minimal or nominal fee where the community user is a P&C Association hiring school facilities, or where the principal determines there is a direct non-cash benefit to the school community.

### 9.3 Security bond

Principals may request a security bond from the community user. A security bond is an up-front payment made by the community user, which aims to:

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

As a guide, the security bond should represent 5% of the amount of the hire fee. For example, a 12 month hire agreement with a hire fee of \$10,000 will require a security bond of \$500. A security bond may be required for single use community users or where a minimal hire fee is charged, depending on the risks associated with the proposed activity (the amount of the security bond is included in Part 1 – Application form of the Hire agreement).

A receipt will be issued for the security bond. A copy will be kept at the school and attached to the Hire agreement.

The security bond will be returned in full to the community user on the termination of the Hire agreement, if the school facilities are returned to the satisfaction of the principal.

## 10. Dispute resolution

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

However, if the issue cannot be resolved at the school level within a reasonable timeframe, the parties shall participate in conciliation or mediation with the assistance of the relevant region, and legal advisors if requested, to help resolve.

### 10.1 Non-compliance with terms of the Hire agreement

If a dispute arises as a result of non-compliance with the terms of the Hire agreement by the community user, the principal will ensure specific details of the corrective action to be undertaken by the community user, including the timeframe to remedy, are clearly communicated.

If a community user fails to comply with any terms of the Hire agreement and does not remedy the breach within 14 days after the notice from the principal, the Hire agreement may be terminated and the community user will be required to vacate the site.

### 10.2 Customer complaints

If the community user has a complaint that falls under the scope of the department's [customer complaints framework](#), then the complaint will be handled under the department's [customer complaints management policy](#) and [procedure](#).

## 11. Documentation to support an application for community use

Community users will be requested to provide the following documents to support their Hire agreement application to hire school facilities and equipment:

- Certificate of currency of public liability insurance
- Certificate of currency of worker's compensation insurance (if required)
- Evidence of compliance with the [Working with Children \(Risk Management and Screening\) Act 2000](#)
- Evidence of all approvals, permissions, licences, and consents required by the community user to use the premises for the proposed use (including any local council permits and development applications)

- Training certificates and qualifications held by the community user and their personnel if required for them to legally undertake the proposed activity

The following additional documents are required for swimming pool Hire agreements:

- if engaged in a teaching capacity – an appropriate and current AUSTSWIM Teacher of Swimming and Water Safety qualification or an appropriate, current and nationally recognised equivalent qualification issued by a registered training organisation or governing sporting body;
- if engaged in a first aid capacity – an appropriate, current and nationally recognised first aid qualification issued by a registered training organisation;
- if engaged in a lifeguard capacity – a current Pool Lifeguard Certificate issued by the Royal Life Saving Society Australia or an appropriate, current and nationally recognised equivalent qualification issued by a registered training organisation;
- if engaged in a supervision capacity – a current Bronze Medallion issued by the Royal Life Saving Society Australia or an appropriate, current and nationally recognised equivalent qualification issued by a registered training organisation; and
- other current qualifications or certificates required in order to undertake their duties.

## 12. Contacts

Link to schools directory:

<https://schoolsdirectory.eq.edu.au/>