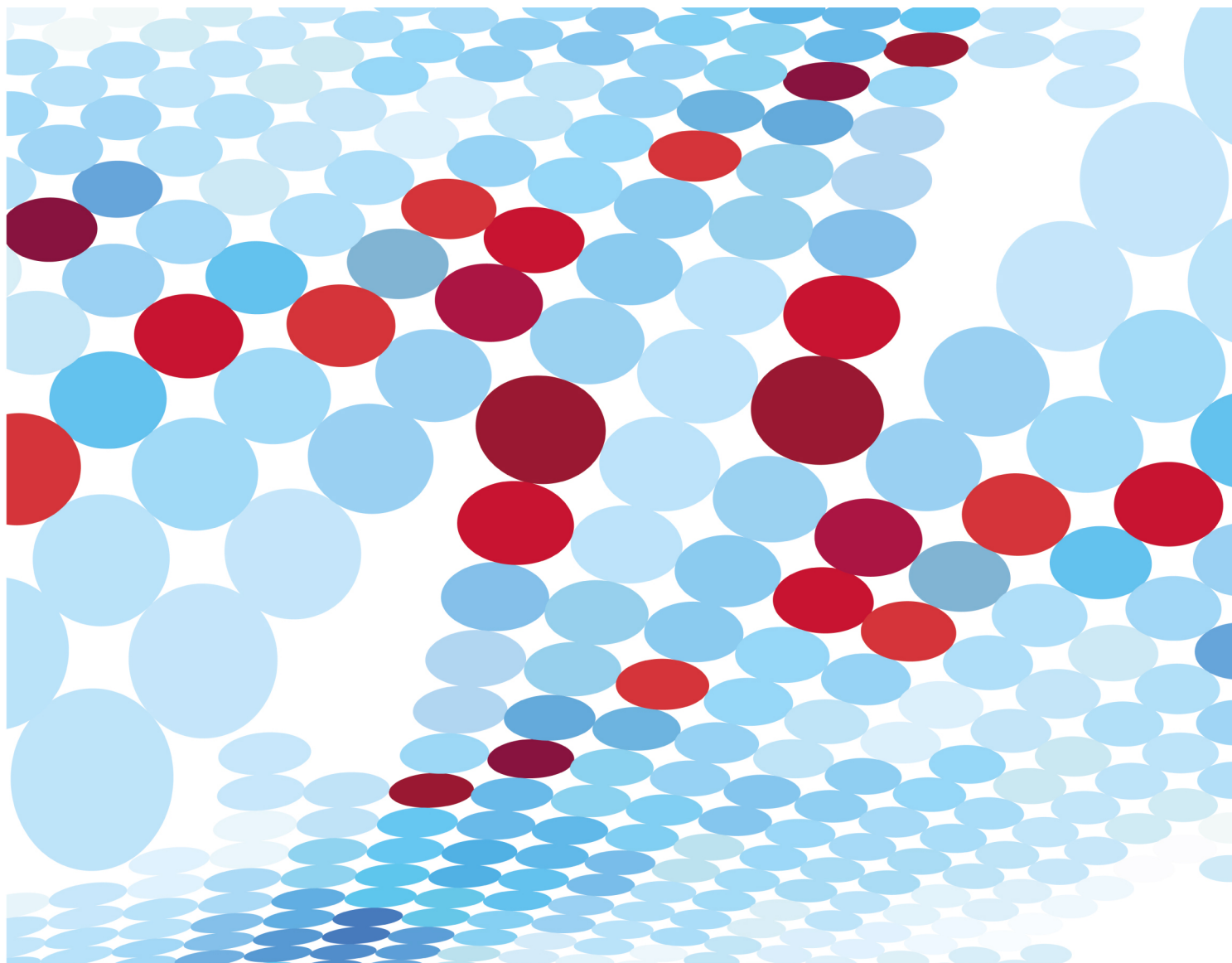


Notes for principals and school staff for
completing hire agreements for

Community Use



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 provide benefits to the community.

These notes provide guidance to the principal and school staff when completing applications for community use of school facilities. They should be read in conjunction with the Department of Education's [community use of state school facilities policy](#), [community use of state school facilities procedure](#), [community user guidelines for hiring school facilities](#) and the relevant hire agreement.

The below details relate to the standard [hire agreement](#).

Details specifically relating to the completion of Swimming Pool or Cyclone Shelter hire agreements can be found on page 8 – 10.

Part 1 – Application form

Part 1 of the Hire agreement is a form that sets out the details of the community user and the key terms of the agreement (e.g. start and finish date, hire fee, description of premises). The principal should complete these details noting the community user will have pre filled items relating to their details (item 6 – 9). The following notes are provided to assist in reviewing and completing the form.

Item 1 – Name of school to be used

Insert the name of your school.

Item 2 – Address of school to be used

Insert the address of your school.

Item 3 – Our name

The State of Queensland (represented by the Department of Education).

Item 4 – Our address/and post office address

Insert the street address of the relevant regional office.

Item 5 – Our contact for notices

Insert the name of the principal or a staff member at your school who will be responsible for receiving

formal notices and correspondence from the community user in relation to the Hire agreement.

A second contact should be nominated. During school holidays, the community user is required to send notices to BOTH contacts named in Item 5.

Item 6 – item 9

Will have been completed by the community user lodging the application.

Consideration of applications by the Principal are subject to completion of all required sections by the Community User.

Your name

The name of the community user which may be one or more individuals, an association, a corporation or incorporated association.

Often individuals/sole traders, incorporated associations and corporations trade or operate under a business name (e.g. Gary's tutoring service). A business name is **not** recognised at law as a legal entity and cannot be used in the Hire Agreements.

Therefore, please ensure the name of the individual or legal entity which operates the business is the name provided on the hire agreement.

It is possible to search public registers held by the [Australian Securities and Investment Commission \(ASIC\)](#) and the [Australian Business Register](#) to obtain information about the correct registered name of the legal entity and business name. If required, the regional infrastructure manager can assist with arranging a search of these registers to ascertain the authenticity of the entity.

The correct name of the community user should be inserted at Item 6, along with the ABN or ACN, if applicable.

If the community user is one or more individuals, the full names of all the individuals should be inserted at Item 6.

Item 7 – Your insurance company details

The name of the community user's insurance company.

Item 8 – Your address

The community user's address.

Item 9 – Your contact for notices

Details of the community user's contact person responsible for receiving notices and correspondence. If the community user is a company, the name of a person must be inserted here.

Item 10 – Description of premises to be used

A clear description of the premises must be inserted. This description should include all buildings and entry and access routes, amenities and any car parking space that may be used under the Hire agreement. The following are some examples of appropriate descriptions:

- Classroom 2 in H Block, excluding the locked storage area at the rear of the classroom.
- Tennis court no. 1 including the undercover area and seating adjacent to the court.
- The part of the school hall as indicated on the plan attached in Part 4 of this agreement.
- Oval 1 including the toilet block adjacent to the oval.

Item 11 and Item 12 – Commencement Date and Termination Date

The Hire agreement must have a start and end date. The Hire agreement must not exceed 12 months after the commencement date

Item 13 – Hire Fee

The hire fee in the Hire agreement is inclusive of:

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

All hiring of school facilities must be open, accountable and ensure best value for Queensland, consistent with the principles in the [Queensland Government Land Transaction policy \(QGLTP\)](#).

The principal should determine fees and charges for the hire of school facilities based the following:

- fees and charges should at a minimum ensure full cost recovery so the school is not financially disadvantaged.

- the community user is responsible for all costs resulting from the use of the school facilities including Council rates and charges if applicable, utility charges i.e. electricity, water, cleaning and maintenance and any other outgoings (hire fees may need to be calculated on a pro rata of use basis)
- Community users conducting commercial/profit making activities should be charged market rentals - to determine market rentals, principals will need to consider consulting with a Qualified Valuer.
- Careful consideration should be given when calculating the fee, to avoid potential exclusion of competitors from the market in line with the department's [Revenue policy](#) and the whole of government [Queensland Government Land Transaction Policy \(QGLTP\)](#).
- If you require assistance to determine a fee, contact your regional infrastructure manager in the first instance.
- Where a school facility has been constructed pursuant to funding grants or programs available through Federal, State and Local governments to enhance school facilities, the principal should comply with all applicable funding grant or program guidelines regarding the hiring of the school facility.

The principal may determine if there are other costs payable by the community user including consumables, security and emergency services, and key cutting etc.

Details of these other costs payable, and who is responsible, should be set out in Part 3 of the hire agreement– Special conditions.

When determining the amount of fees and charges, the principal must consider the following:

- the proposed community user – e.g. Parents and Citizens Association (P&Cs), community group, corporation, individual
- the nature of the activity – e.g. community group or commercial activity
- the proposed rental based on a pro rata of use basis - i.e. duration of the hire – e.g. one day, twelve months
- the size and nature of the facility/space required - e.g. hall, playing field or classroom
- any equipment or furniture required and the nature of such equipment – e.g. expensive sound system, specialist gym or manual arts equipment

- the estimated costs of maintenance, wear and tear, cleaning and maintenance of any equipment to be hired
- recurrent costs – e.g. water, gas, electricity, rubbish removal
- any special requirements e.g. parking, access, storage facilities
- discounts, exemptions or reductions for in-kind work or minor upgrade (if applicable) can be considered
- security costs
- the cost of additional key cutting
- additional costs for loss of keys by community user and provision of new locks to the school
- additional cleaning and maintenance costs
- the cost of maintenance and repair to facility and/or equipment, as a result of the hire.
- administration costs for hire of staff to manage the process for use of school facilities
- capacity for user to pay by undertaking financial due diligence.

Hire fee and Parents & Citizens Associations (P&Cs)

The principal may charge a minimal or nominal fee for the hire of the school facilities if:

- the community user is the school's P&C; or
- the principal determines there is a direct non-cash benefit to the school community.

When a minimal or nominal fee is charged, the community user is effectively being subsidised by school funds and principals should be prepared to account to the department and their school community for such decisions.

There is no fee review clause in the Hire agreement as the term of the Hire agreement must not exceed 12 months.

Item 14 – Security Bond

The principal must circle whether a security bond is required and insert the amount at Item 14.

A security bond is an up-front payment made by the community user aimed at:

- providing funds to cover replacement or repair of damaged items caused by the community user.

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.

The requirement for a security bond depends on the risks associated with the proposed activity.

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 in the same condition (fair wear and tear excepted).

Item 15 – Permitted Use

Specify here what the community user can do at the premises.

It is important to ascertain what activities are intended to be carried out at the premises so an assessment can be made about the appropriateness of the activity. The principal will review the risk assessment prepared by the community user as part of the principal's overall risk assessment.

Item 16 – Time/s of Use

Specify the time/s the community user is permitted to use the school facilities.

This should be, the total time the community user is on the school site including any set up time and pack up time. Relevant details to include are:

- days and hours of use on a school day, during school holidays and on a weekend
- hours of use on public holidays and pupil free days.

Item 17 – Our equipment that you can use

Specify any school equipment available for use by the community user.

For example, if the community user is hiring the sports hall, specify the sporting equipment (if any) they may use. If no equipment is permitted to be used or only certain equipment, this should also be stated.

Item 18 – Cleaning

Circle the appropriate sentence regarding how the premises will be cleaned.

Item 18 allows the principal and community user to agree that either:

- the school is responsible for the cleaning of the premises at the community users cost and this cost of cleaning has been included in the hire fee; or
- the community user is responsible for the cleaning of the premises at their cost.

Item 19 - Liquor

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 (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&Cs, sporting clubs and Rotary and Lions Clubs, will generally not have to apply for a liquor permit to sell alcohol at fundraising events. However, certain limitations may apply including:

- the community user agrees to act in a socially responsible manner
- The school is not located in a 'restricted area' where alcohol restrictions apply – see section 168B of the *Liquor Act 1992*.

Item 20 – Attachments

The community user must lodge the following supporting documentation (or an explanation about why it is not required) with the principal for consideration and review before the application can be approved. All the supporting documentation **must be current at the date of signing the Hire agreement. The supporting documentation must remain current throughout the term of the Hire agreement** (this means the community user must renew supporting documentation on any renewal date and lodge any renewed supporting documentation with the principal):

- certificate of currency of public liability insurance (clause 10)
- certificate of currency of workers' compensation insurance (if required) (clause 10)
- documentary evidence of compliance with 'blue card' requirements (clause 18)
- documentary 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) (clause 18)
- documentation required in order for the community user and their personnel to legally carry out the proposed use (e.g. training certificates and qualifications) (clause 18).

Item 21 – Execution

Both parties must sign the Hire agreement **before** the commencement date.

The Hire agreement must be completed and signed in duplicate by the principal and the community user at Item 21 and initialled by both parties at the bottom right of each page.

If you are unsure if the person signing the agreement has the authority to do so (i.e. they are the authorised delegate), check their business registration records and/or accreditation papers.

The community user should retain one copy of the original signed Hire agreement and the school must retain one copy of the original signed Hire agreement.

Part 2 – Standard Conditions

Part 2 of the Hire agreement includes the standard conditions that apply to the hire of all school facilities. These conditions **must not** be altered or deleted.

The inclusion of these conditions in the Hire agreement is required to safeguard the department against liability.

The regional infrastructure manager can assist with advice about these conditions and how they may impact on the proposed hire arrangements.

The regional infrastructure manager will seek assistance from the Legal and Administrative Law Branch, if required.

Part 3 – Special conditions

Special conditions are in addition to Part 2 – Standard conditions that apply to the Hire agreement. Any special conditions agreed between the principal and the hirer must be clearly set out in Part 3 of the Hire agreement. These special conditions inserted in Part 3 will form part of the Hire agreement.

No amendments can be made to any of the Part 2 – Standard conditions in this Part 3 – Special conditions as clause 2.6 of the Part 2 – Standard conditions provides that “a term in Part 2 overrides a term in Part 3 to the extent they are inconsistent.”

The special conditions generally relate to operational issues, which are specific to the school facility being hired and the permitted use, and will need to be considered on a case by case basis. The principal can require the community user to provide other documentation by including the requirement in the Part 3 – Special conditions.

Examples of special conditions include:

- ‘the community user will not allow more than 25 persons to access the hired premises at any time’
- ‘the community user shall access the premises only through the front entry of the premises with the rear door to remain locked at all times’
- ‘Safe Operating Procedure documents (SOPs) are located at each piece of equipment hired under the Hire agreement and the community user must ensure the SOPs are followed and hazards listed and control measures on each SOP are adhered to, at all times when operating the equipment’.

Part 4 – Plan of school and premises

A plan must be attached to the Hire agreement prior to signing. It is important the plan clearly identifies the school site and the premises for hire and includes:

- the premises described in Item 10
- the routes of access to and from the premises
- car parking areas (any car parking spaces on school land allocated to the community user)
- any other areas relevant to the Hire agreement.

An example plan showing the detail to be included in Part 4 - Plan of school and premises is set out on the following page.

Site Plan – XX State School

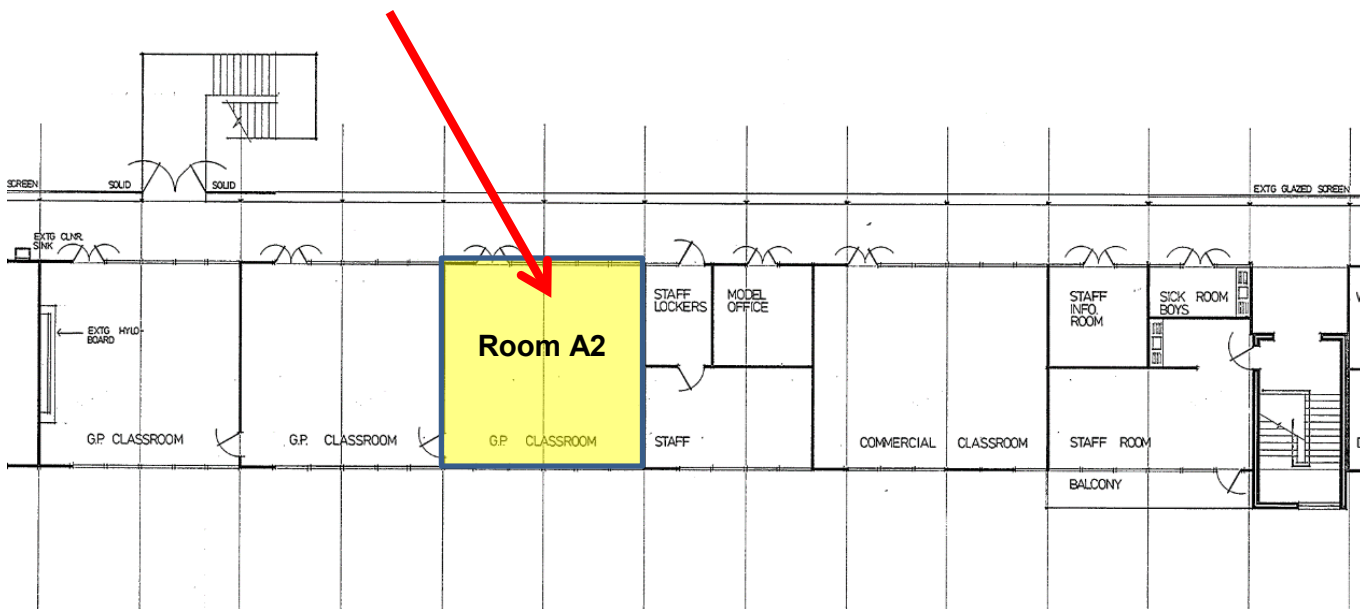


School Entry Point and Carpark that may be used

Block A Room 2 approved for monthly Tennis Club Meeting

Tennis Courts approved for use under this Hire Agreement

Block A Room A2 Approved for Use



Application for swimming pool hire

The following information is additional to and specifically for swimming pool hire agreements.

Item 1 to 9

This information is the same as for the other hire agreement (Refer to Item 1 to 9 for Hire agreements).

Item 10 – Description of premises to be used

A clear description of the premises being hired must be inserted. This description should include all buildings, amenities and any car parking space that may be used under the Hire agreement. Relevant details to include:

- buildings and facilities to be used (e.g. whole of swimming pool/specific lanes of pool)
- amenities to be used (e.g. storage room/change rooms/toilets/canteen/kiosk/BBQ facilities)
- car parking (details of any car parking spaces on school land allocated to the community user for its use).

Item 11 and Item 12 – Commencement Date and Termination Date

The Hire agreement must have a start date and an end date. The termination date **must not exceed three years after the commencement date**.

Item 14 – Fee Review

Dependant on the scope of costs associated with the hire, a fee review may be specified if it is expected there may be an increase in costs during the hire period.

If the hire fee is to be reviewed then complete Item 14. The hire fee review formula is provided at clause 4.3 of the Part 2 – Standard conditions and is based on consumer price index (CPI) increases.

Item 15 – Security Bond

This information is the same as for the other hire agreement (Refer to Item 14 for Hire agreements)

Item 16 – Permitted Use

This information is the same as for the other hire agreement (Refer to Item 15 for Hire agreements)

Item 17 – Time of Use

This information is the same as for the other hire agreement (Refer to Item 16 for Hire agreements)

Item 18 – Our equipment you can use

This information is the same as for the other hire agreement (Refer to Item 17 for Hire agreements)

Item 19 – Cleaning

This information is the same as for the other hire agreement (Refer to Item 18 for Hire agreements)

Item 20 – Inflatable pool equipment

If inflatable pool equipment is to be used then all requirements regarding their use must be met as per the [RLSSA Guidelines and Australian Standards](#).

Item 21 – Attachments

The community user must lodge the following supporting documentation (or an explanation about why it is not required) with the principal for consideration and review before the application can be approved. All the supporting documentation **must be current at the date of signing the Hire agreement. The supporting documentation must remain current throughout the term of the Hire agreement** (this means the community user must renew supporting documentation on any renewal date and lodge any renewed supporting documentation with the principal):

- certificate of currency of public liability insurance (clause 10)
- certificate of currency of workers' compensation insurance (if required) (clause 10)
- documentary evidence of the hirer's compliance with 'blue card' requirements (clause 18)
- documentary 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) (clause 18)
- 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
- any other current qualifications or certificates required in order to undertake their duties.

(clause 21).

Item 22 – Execution

This information is the same as for the other hire agreement (Refer to Item 21 for Hire agreements)

Part 2 – Standard Conditions

The *Hire agreement – Swimming pool* has two major differences from the other hire agreement, that is:

- the community user must provide a public liability policy of insurance – this requirement is mandatory and cannot be waived by the principal
- the community user is not allowed to consume, supply or sell alcohol at the premises.

Part 3 – Special Conditions

This information is the same as for the other hire agreement (Refer to Part 3 Special Conditions for Hire agreements).

Some examples of special conditions include:

- any specific cleaning responsibilities of the community user and how often
- any specific maintenance responsibilities of the community user and how often
- any specific costs payable by the community user
- any other terms agreed with the community user that is not included in Part 2 – Standard conditions.

Some examples of community user responsibilities to be considered and inserted if required:

Pool

- Conduct a water chemical test before each use and promptly adjust water quality and record water chemical test results in a pool operation logbook.

- Pay for costs of pool chemicals or other consumables.
- Remove pool covers before use and replace pool covers after each use.
- Change chemicals in chlorine tanks as needed.
- Cleaning of skimmers, gutters, tiles, pool decks after each use.
- Vacuum clean the pool after each use.
- Maintain pool chemical supplies inventory and order pool chemical supplies as needed.
- Backwash pool on a monthly basis.
- Clean chlorinator, pool filters, circulating pumps, heat pumps, other pool equipment on a monthly basis.

Amenities

- Clean and disinfect toilets, showers, hand basins and change room floors after each use.
- Replace and pay for costs of consumables – e.g. toilet rolls, hand towels, soap and light bulbs.
- Cleaning of seating areas and furniture.
- Sweeping of concrete paths.

Canteen / Kiosk / BBQ Facilities

- Insert terms regarding sale and consumption of food and drink.
- Insert specific cleaning responsibilities and how often.
- Insert specific costs payable by community user.
- Insert terms regarding the replacement of consumables – e.g. hand towels, soap, light bulbs.

Part 4 – Plan of school and premises

The following two plans must be attached to the Hire agreement prior to signing. It is important the plan clearly shows the school site and clearly identifies the premises in relation to the school site.

Plan 1 - Detailed plan showing the school site and clearly marking the following:

- the premises described in Item 10 (the swimming pool)
- the routes of access to and from the premises
- car parking areas (any car parking spaces on school land allocated to the community user for its use of the premises)

- any other areas relevant to the Hire agreement.

Plan 2 - Detailed plan showing the premises described in Item 10 and clearly marking the following:

- buildings and facilities to be used (e.g. whole of swimming pool/specific lanes of pool)
- amenities/areas which are to be used (e.g. storage room, change rooms, toilets, canteen/kiosk, BBQ facilities).

Application for public cyclone shelter hire

The following information is additional to and specifically for public cyclone shelter hire agreements.

Item 1 to 9

This information is the same as for the other hire agreement (Refer to Item 1 to 9 for Hire agreements).

Item 10 – Description of premises to be used

This information is the same as for the other hire agreement (Refer to Item 10 for Hire agreements), however a reference must be included to indicate the public cyclone shelter is being hired.

Item 11-14

This information is the same as for the other hire agreement (Refer to Item 11 to 14 for Hire agreements).

Item 15 – Permitted Use

This information is the same as for the other hire agreement (Refer to Item 15 for Hire agreements), however a reference must be included to indicate that the Local Disaster Management Group may request immediate handover of the public cyclone shelter for a disaster event.

Item 16 – Time of Use

This information is the same as for the other hire agreement (Refer to Item 17 for Hire agreements), however a reference must be included to indicate the Local Disaster Management Group may request immediate handover of the public cyclone shelter for a disaster event.

Item 17 – Our equipment that you can use

This information is the same as for the other hire agreement (Refer to Item 17 for Hire agreements), however a reference must be included to indicate no permanent or structural changes, alterations or improvements to equipment within the public cyclone shelter can be made.

Item 18–21

This information is the same as for the other hire agreement (Refer to Item 18 to 21 for Hire agreements).

Part 2 – Standard Conditions

- This information is the same as for the other hire agreement (Refer to Part 2 Standard Conditions for Hire agreements).

Part 3 – Special Conditions

This information is specific to the Cyclone shelters and should not be amended.

Part 4 – Plan of school and premises

- This information is the same as for the other hire agreement (Refer to Part 4 Plan of school and premises for Hire agreements).