# Principal’s checklist and risk assessment

Community user name:

Assessment date:

Completed by:

Principal’s checklist
To be completed following detailed review of the [Community use of state school facilities policy](https://ppr.qed.qld.gov.au/pp/community-use-of-state-school-facilities-policy), [Community use of state school facilities procedure](https://ppr.qed.qld.gov.au/pp/community-use-of-state-school-facilities-procedure) and [Community user Guideline for hiring school facilities](https://ppr.qed.qld.gov.au/attachment/community-user-guideline-for-hiring-school-facilities.pdf)

|  |  |  |  |
| --- | --- | --- | --- |
| **Actions/considerations** **To be considered by the principal at the time hire agreement application is submitted** | **Yes** | **No** | **For consideration as part of Principal’s risk assessment** |
| 1 | Are you aware of the requirements for probity and ethical behaviour?  | Yes ☐ - go to 2 | No ☐See Procedure - Responsibilities for all staff then go to 2  | - |
| 2 | Is the agreement for a period exceeding 12 months?  | Yes ☐See Procedure section 1.2**Application ends here** unless it is an agreement for use of the swimming pool which cannot exceed 3 years | No ☐ - go to 3  | - |
| 3 | Is the school on trust land? (If unsure, check with Regional Infrastructure Manager (RIM))  | Yes ☐Further advice will be required in relation to the correct form of agreement (for example a permit to occupy (PTO) issued through the Department of Natural Resources, Mines and Energy (DNRME)) | No ☐ - go to 4  | - |
| 4 | Does the agreement involve capital works or facility upgrades? | Yes ☐Contact the RIM in the first instance. Out of scope of this procedure. See Policy section 1**Application ends here**  | No ☐ - go to 5  | - |
| 5 | Does the agreement involve entering into a lease with a third party? | Yes ☐Contact the RIM. Out of scope of this procedure. See Policy section 1**Application ends here**  | No ☐ - go to 6  | - |
| 6 | Does the agreement involve a commercial contract with a service provider including Out of School Hours Care (OSHC) providers?  | Yes ☐Contact the RIM in the first instance. Out of scope of this procedure. See Policy section 1**Application ends here**  | No ☐ - go to 7  | - |
| 7 | Does the agreement involve constructing, installing or connecting to utility service infrastructure, or registering an easement on departmental land?  | Yes ☐Contact the RIM in the first instance. Out of scope of this procedureSee Policy section 1**Application ends here**  | No ☐ - go to 8  | - |
| 8 | Is the use of the facility considered:* appropriate use
 | Yes ☐ - go to next dot point below | No ☐See Principles and section 2 in the Policy**Application ends here** | Yes |
| * a prohibited use
 | Yes ☐See Policy section 2**Application ends here** | No ☐ go to 9 | Yes |
| 9 | Has the community user been advised they are responsible to ensure the use is permitted by local council?  | Yes ☐See Procedure at 1.3 and go to 10 | No ☐ - advise the community user they must comply with planning laws and requirements per Procedure at 1.3 and go to 10 | - |
| 10 | Has a risk assessment (with mitigation strategies) been completed by the community user?  | Yes ☐ - go to next dot point below | No ☐See Policy section 3 | Yes |
| * are the risks associated with the use acceptable?
 | Yes ☐ - go to 11 | No ☐See Policy section 3 and Procedure at 2.4 Application **ends here** | Yes |
| 11 | Has consultation occurred with relevant stakeholders (e.g. Parents and Citizens Association P&C))?  | Yes ☐ - go to next dot point below | N/A ☐ | - |
| * are stakeholders supportive of the application?
 | Yes ☐ - go to 12  | No ☐ - is further consultation required? | - |
| 12 | Will the community use involve working with children?  | Yes ☐ - go to next dot point below | No ☐ - go to 13 | Yes |
| * If yes, has the community user provided relevant blue cards or exemptions for their employees, contractors and volunteers?
 | Yes ☐ - go to 13(Documents are to be sighted and copied) | No ☐See Procedure at 2.3  | Yes |
| 13 | Will the community use involve the supply, sale or consumption of alcohol? | Yes ☐See Community user guideline at 8.8 – if requirements are met go to 14  | No ☐ - go to 14  | Yes |
| 14 | Have the following issues been considered and agreement been reached with the applicant? | Sequentially step through each of the dot points below then go to 15 |  | Yes |
| * cleaning
 | Yes ☐ | No ☐ |  |
| * damages
 | Yes ☐ | No ☐ |  |
| * safety and security (including community user provision of adequate safety equipment for the proposed activity)
 | Yes ☐ | No ☐ |  |
| * access to amenities
 | Yes ☐ | No ☐ |  |
| * use of equipment
 | Yes ☐ | No ☐ |  |
| * noise level
 | Yes ☐ | No ☐ |  |
| * smoking restrictions
 | Yes ☐ | No ☐ |  |
| * lighting
 | Yes ☐ | No ☐ |  |
| * hours of operation
 | Yes ☐ | No ☐ |  |
| 15 | Public liability insurance: |  |  | Yes |
| * Is the community user a P& C
 | Yes ☐P & C s are not required to supply an insurance certificate of currency (exceptions apply)See 8.2 of Community User Guidelines.  | No ☐ – go to next dot point  |  |
| * Have details and proof or currency of insurances been received and filed?
 | Yes ☐ - go to 16  | No ☐ - request relevant insurance detailsOr, if applicable refer to next dot point |  |
| * Will the requirement for insurance be waived or reduced? (**No waiver or reduction if it involves the hire of a swimming pool or public cyclone shelter**)
 | Yes ☐ (See Procedure at 2.5)Complete risk assessment and then go to 16  | No ☐ - go to 16  | Yes |
| 16 | Have you determined the appropriate fees, charges and security bond?  | Yes ☐ - go to dot points below | No ☐ - go to dot points below |  |
| * Have you considered charges levied by similar venues for similar types of uses in the locality
 | Yes ☐ - go to dot point below | No ☐Refer to item 13 of the Notes for completing Hire Agreement – Principals and staff |  |
| * Minimal or nominal fee to apply (e.g. user is the school’s P&C)
 | Yes ☐ | No ☐ |  |
| * Equipment fees
 | Yes ☐ | No ☐ |  |
| * Amount of security bond
 | Yes ☐ - go to 17  | No ☐ - go to 17 |  |
| 17 | Has an agreement been reached with the applicant on all terms?  | Yes ☐ - step through dot points below then go to dot point 18 | No ☐See Procedure at 3.1 and step through dot points below then go to dot point 18 |  |
| * Is more information or clarification required?
 | Yes ☐ | No ☐ |  |
| * Are specific terms and conditions required to be inserted into the agreement?
 | Yes ☐ | No ☐ |  |
| * Has a plan of the school and premises been attached with hire facilities, access routes, parking etc. clearly marked
 | Yes ☐ | No ☐See Procedure at 3.2 |  |
| * Is the applicant aware that the LDMG may request immediate handover of the public cyclone shelter for a disaster event? *[schools have 24 hours to prepare the shelter]*
 | Yes ☐ | No ☐Refer to Part 3 Special condition of cyclone shelter hire agreement |  |
| 18 | Signing agreement |  |  |  |
| * Does the community user signing the agreement have the authority to do so?
 | Yes ☐ - go to 19  | No ☐ ensure the agreement is signed by the correct delegate and go to 19 See Notes for completing hire agreement, Item 21 Execution |  |
| 19 | On-going management |  |  |  |
| * has a copy of the agreement been filed?
 | Yes ☐ - go to next dot pointMust retain for 7 years | No ☐ - file agreement correctly and go to next dot point |  |
| * have current copies of insurances, licences, qualifications or registrations as required been submitted and filed?
 | Yes ☐ - go to next dot pointMust retain for 7 years | No ☐ - obtain copies where required and go to next dot point |  |
| * are lines of communication in place and documented?
 | Yes ☐ - go to next dot pointMust retain for 7 years | No ☐ - ensure lines of communication are in place and documented. Go to next dot point |  |
| * are you or a nominated staff member monitoring on-going compliance with the terms of the agreement?
 | Yes ☐ - go to next dot point | No ☐ - ensure there is a nominated staff member to ensure on-going compliance. Go to next dot point |  |
| * are you aware of the dispute resolution provisions and how to end the agreement?
 | Yes ☐  | No ☐ - Refer to Part 10 Community User Guidelines.  |  |

Principal’s risk assessment

|  |
| --- |
| * Completion of this risk assessment is required as part of the application process for the hire of school facilities.
* The completion of this assessment is also a requirement for low risk activities, i.e. if principals are considering a request to waive or reduce the requirement for public liability insurance.
* Principals have the responsibility of making risk assessments related to the proposed community use.
 |

1. The department has the lowest appetite for risks associated with:
* Safety of children and students
* Workplace health and safety of staff and the community
* Fraud and corruption
* Security of confidential and personal information.

For more information on assessing risk, see the [Enterprise Risk Management procedure](https://ppr.qed.qld.gov.au/pp/enterprise-risk-management-procedure)

1. As outlined in the procedure, and column 4 of the previous principal’s checklist table, the principal must consider:
* Information provided by the community user risk assessment to support their hire of school facilities.
	+ In assessing the level of risk associated with the proposed use you should assess both the risk likelihood and consequence i.e. the risk probability may be low but the impact may be high. Example: room hired for seniors for bridge but the room is accessed by a flight of stairs.
1. Principals may only agree to waive or reduce the requirement for a public liability insurance (PLI), if the use is considered to be LOW RISK. **No waiver or reduction of PLI is to be approved for swimming pools or the use of public cyclone shelters.**

Public liability Insurance – CONSIDERATION OF RISK

* + A definition of low risk has not been prescribed. The principal is best positioned to make the determination on a case by case basis. (Refer to the department’s [enterprise risk matrix](https://ppr.qed.qld.gov.au/attachment/information-sheet-2-assessing-risk.docx) for support and guidance).
1. Assessment Outcome
* Application by Community User Supported - risk mitigation strategy adequate for the proposed community use
* Application by Community User Supported with the following conditions – risk mitigation strategy requires additional controls and actions
* Application by Community User Not supported
	+ Reason to be provided. E.g. - risk mitigation strategy not adequate
1. Public Liability
* Request for public liability reduction or waiver supported - use is considered LOW RISK
* Request for public liability reduction or waiver not supported – use is NOT considered to be LOW RISK
1. Notification
* Outcome of assessment has been communicated to the community user, and filed for record keeping purposes.

Name of assessor:

Position:

Signature:

Date: