

### Purpose

Schools are at the heart of local communities. The sharing of facilities between the *Mildura Senior College and Mildura English Language Centre (College)* and the community needs to be formalised in a legal agreement to ensure that all parties know their responsibilities and obligations.

College Council will only consider applications for the hire or licence of the its facilities if the purpose is for educational, recreational, sporting or cultural activities for:

- students;
- the local community groups; or
- young persons,
- and in circumstances where the facilities are not required for ordinary school purposes.

### Policy

The College has two standard types of agreements:

#### **Hire agreements**

These are for one-off or very short-term use agreements that apply when the community uses a facility on a one-off basis. Examples are a local youth group hiring a hall for their annual presentation night, or a theatre group hiring a hall to stage a play over a number of nights.

#### **Licence agreements**

These are for regular or on-going use agreements that apply when the community uses a school facility on a regular basis. Examples are a local drama group hiring out the hall every Wednesday evening, or a local football club hiring the school oval for the season.

Schools should not permit their facilities to be used for activities that interfere with student learning or are against the ethos of the school. This includes activities that:

- Infringe on the delivery of school programs,
- Might bring the school into disrepute,
- Are likely to cause damage or risk to students, school buildings or property,
- Create excessive noise or pose a nuisance to nearby residents,
- Are illegal.

### Implementation

#### **Insurance**

When community partners use school premises or facilities under a hire or licence agreement, it is essential that the partners have public liability insurance. The insurance policy must be consistent with Department of Education and Training (DET) requirements and be for no less that \$10 million for any one event. A copy of the certificate of currency must be submitted with the hire application to College Council.

#### **Security**

The College will ensure that arrangements are made with users for:

- Suitable collection and return of keys, as required.
- Explanation and demonstration of the school alarm system (Note: Hirers will be responsible and charged for any unwanted alarm activations that occur during the period of hire).
- Entry and departure arrangements for the community's use of a school facility. Users will be responsible for ensuring that all doors and windows are secured and locked and all lights are turned off when they have finished using the facility
- Activation of the school's alarm system at the conclusion of the activity (Note: Hirers will be responsible and charged for any unwanted alarm activations that occur during the period of hire).
- Adequate supervision by the hirers of the community members who are using the facility.

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Community partners should immediately report to the Principal or Business Manager any damage or accident during the use of school facilities. The Principal or Business Manager will follow standard procedures for incident reporting and management.

### **Financial**

Under legislation, schools are required to recoup costs when funds are spent on non-educational programs. Any costs resulting from community use of school facilities need to be recovered. College Council will determine the fees charged for hire and licence agreements. Additional charges may be applied after the use of the facility if there are extra costs to the school (E.g. excessive cleaning, damage or unwanted alarm activations).

Fees for the hire of College facilities will be set on an annual basis by the College Council. Hire agreements will be invoiced at the time of booking, and the hire fee is payable within 14 days of receipt of the College Council's invoice.

Fees for unwanted alarm activations of college security systems will be onforwarded to the Hirer.

### **Hire Agreements**

All potential hirers are required to complete the College's *Hire Agreement Form* and this application will be placed before College Council at their next available meeting, and the applicant will be advised of the outcome within 7 days of that meeting.

All applications need to be accompanied by a copy of the public liability insurance of the hirer and of the hirer's Working with Children's card (as required by College Council). Refer to the College's *Hire & Licence of College Facilities Community Information Guidelines* for additional information.

**NOTE: All hirers and/or their employees volunteers and agents who are engaged in 'child-related work' as defined in the Working with Children Act 2005 (Vic) are legally required to have a valid WWC Check.**

### **Licence Agreements**

Mildura Senior College has entered into long term licence agreements for the use of the college ovals. Due to the high traffic of these users, the College seeks to limit any further use of these areas by hirers. However, each hire agreement will be discussed on its merits and a decision made by the Council.

Mildura Senior College will review any licence agreements on a **bi-annual** basis in consultation with the current licence holders.

In establishing and adjusting fees for the use of the school ovals, the College Council will investigate the fees charges by the Mildura Rural City Council for the use of similar facilities. To meet the requirements of the Victorian Government's competitive neutrality policy the fees set will be comparable to those of other local providers.

### **Monitoring, Reporting & Review**

- Applications to use the College facilities are to be approved by College Council prior to the event.
- All applications are to be ratified by College Council and minuted at each meeting.
- All applications must have required documents at the time of submission.
- All applications are to be renewed annually.

### **Resources**

This policy should be read in conjunction with the following Department polices and guidelines:

- [Community Use of Schools](#)
- DET Guide to Completing School Council Hire Agreement

The following College policies are also relevant to this policy:

- 1.05 Child Safety Policy
- 1.06 Child Safety Code of Conduct
- 1.12 Duty of Care Policy
- 1.21 Visitor Policy
- 1.50 Dogs at School Policy
- 2.09 Hire & Licence of College Facilities Community Information Guidelines

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- College Hire Agreement form

### Review and Evaluation

<i>Ratified by:</i>	<i>College Council</i>	<i>Ratified date:</i>	<i>20.03.2018</i>
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<i>Principal Approval:</i>			

**Date reviewed by College Council: 06.08.2021**

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