

# COLLEGE FACILITIES HIRE POLICY

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## POLICY STATEMENT

Salesian College facilities are valuable educational assets and when not required by the College, can be available for use by communities including current College staff for activities that do not interfere with the College's Learning and Teaching programs. The College acknowledges, through this policy construct, the opportunity / capacity to share facilities and develop / use College infrastructure to benefit the wider community's learning and recreational needs.

Significant benefits can be achieved when schools and communities work together to maximise the use of school facilities including:

- fostering closer links between the school and local community groups;
- promoting a positive image of the school in their community; and
- creating opportunities for additional revenue / contra services to enhance school programs.

## POLICY SYNOPSIS

The purpose of this policy is to articulate the different types of agreements available to facilitate community use of College facilities, establish a process to consider application for College facilities and equipment hire; and developing guiding documents to support the Principal and / or Delegate in assessing and monitoring the use of College facilities and equipment by third parties.

## VERSION CONTROL

Prepared by	Facilities Manager
Version	1
Approved by	Salesian College Board
Approval date	29 November 2022
Next review	November 2024

## ISSUE HISTORY

Date Modified	Modified by	Version	Details
29/11/2022	Peter Knight	1.0	New Policy developed

## SCOPE

There are (3) types of agreements covered under this policy including:

- Hire Agreements — College enters into occasional, infrequent short term (up to twelve (12) weeks) of “one off” hire of College facilities;
- Licence Agreements — College enters into an agreement with suitable / vetted third parties for regular, non-exclusive use of College facilities; or
- Lease Agreements - College enters into an agreement with suitable / vetted third parties for exclusive use of College facilities or amenities.

The Principal and / or Delegate has the authority to enter into agreements with third parties for the use of College facilities when they are not required for ordinary College purposes. The proposed use must be for the purpose of educational, recreational, sporting or cultural activities for students, the local community or young persons. Any other purpose requires further consideration and approval by Principal.

Fees paid / contra arrangements offered by third parties to the College for the use of College facilities should:

- allow the College, at a minimum, to recover costs proportional to each party’s use of the facilities and equipment; and
- allow the potential to raise revenue from measured use of College facilities and equipment.

## POLICY

The Principal and / or Delegate may consult with key parties including, but not limited to the College Leadership Team and / or College Board before signing any agreement with a third party for use of College facilities, particularly for ongoing arrangements that may impact the College community or neighbourhood or where the hire application doesn’t meet the policy principles set out in this document.

### Types of Hire Agreements

The College has the capacity to hire out College facilities when they are not required for ordinary College purposes. These agreements must be for educational, recreational, sporting, or cultural activities for students, young people or the local community.

### Hire Agreements

Hire agreements are suitable for one-off, occasional or short term hire of College facilities (up to a maximum of twelve (12) weeks). Examples include: a local primary school accessing the College hall for a school production over successive nights or a venue for a local football club to train during pre-season. The hire agreement should also support the Salesian community’s use of facilities for educational, recreational, sporting, or cultural activities operated by current College staff.

### Licence agreements

Licence agreements should be used for ongoing community use of College facilities by third parties. Examples include a local cricket club hiring the College oval for a season or a religious group hiring the Hall to undertake Sunday masses for the year.

A Licence agreement is used when the community uses College facilities on a regular basis such as a:

- local drama group hiring out the College’s Performing Arts Centre (Naylon Auditorium) every Wednesday evening through the school year; or
- local football / cricket club hiring the College oval for the season; or
- local Languages school hires classrooms to conduct after school / weekend classes.

### Lease agreements

A lease provides exclusive use for the holder of the lease and is therefore not an appropriate agreement for when facilities are shared. The College could consider entering into lease agreements involving land or buildings in extenuating circumstances.

Only the College Board, (in liaison with the Principal and Salesian Provincial) can enter into a lease involving land or buildings (or part of building). For example, Board approval is required to grant a leasehold to construct a gymnasium on the College site, conduct childcare arrangements or operate a Canteen / Cafe.

### Salesian College as polling places

The Victorian Electoral Commission and the Australian Electoral Commission may request use of College facilities as polling places during State and Federal elections. All requests would be considered under this policy framework.

### PRINCIPLES

Salesian College’s community use principles reflects the College’s’ connection to the local community.

Principle	What this means for the College
Schools are a community resource	<ul style="list-style-type: none"> <li>• The College is committed to ensuring local community groups and organisations have the opportunity to use College facilities, when they are not required by the school, as they are important community assets for the benefit of the broader community.</li> </ul>
Appropriate use	<ul style="list-style-type: none"> <li>• The Principal and / or Delegate will ensure any proposed community use does not conflict with the vision, mission and values of the College nor interfere with the school’s teaching and learning programs.</li> <li>• The Principal and / or Delegate must consider the welfare of staff, students and visitors, protection of property, resources and information when considering a request for community use (Hire).</li> <li>• Community users (Hirers) are responsible to ensure the proposed community use is permitted under this policy.</li> </ul>
Transparency and equity	<ul style="list-style-type: none"> <li>• The Principal and / or Delegate will consult with internal &amp; external stakeholders who may be impacted, such as Parents Association, affected internal College Departments (such as</li> </ul>

Principle	What this means for the College
	<p>Sport, Performing Arts) and any abutting neighbours as required, to ensure the suitability of the proposed community use (Hire).</p> <ul style="list-style-type: none"> <li>• The Principal and / or Delegate will communicate decisions concerning applications for agreements to the community user (hirer) accordingly;</li> <li>• The Principal and / or Delegate will treat community users fairly and consistently; and</li> <li>• All College staff must comply with the Child Safety Code of Conduct and relevant College Policies when dealing with community users (Hirers), including declaring any conflict of interest.</li> </ul>
Financial Accountability	<ul style="list-style-type: none"> <li>• The College (via the Principal and / or Delegate) should ensure community users (Hirers), at the very minimum, cover the costs associated with use of College facilities. Some discretion could be applied by the Principal to reduce or waive fees for religious &amp; or fundraising / charity or not for profit entities.</li> <li>• Revenue raised should be reflected in the College budget and may be used as determined by the College (e.g. to support educational programs or improving school facilities).</li> </ul>
Governance	<ul style="list-style-type: none"> <li>• The Principal and / or Delegate must monitor compliance to the hire agreement's terms and conditions by approved community users of school facilities and ensuring the hirer's public liability insurance (minimum \$20M – Twenty Million Dollars) is maintained for the duration of any agreement.</li> </ul>

## Requirements of Proposed Arrangements

### 1. Arrangements which are outside the scope of this policy

The following types of arrangements are excluded and would be managed under other defined agreements:

- Joint development arrangements – where the proposed use involves capital works and requires the construction of new school facilities or the upgrade of existing school facilities and these are to be funded in whole or in part by a community user.
- Utility service agreements and easements – where a developer, adjoining owner, local council or a utility service provider seeks to construct, install or connect to utility service infrastructure or register an easement on College property.

## 2. Community use (Hire) arrangements within the scope of this policy

Community use (Hire) arrangements managed in line with this policy are those that involve the use of existing College facilities and do not interfere with the school's teaching and learning programs, and are consistent with the school's purpose and objectives.

### *Inappropriate or prohibited community use*

Care should be taken to avoid community use agreements for inappropriate purposes or with inappropriate users as determined by the Principal and / or Delegate. These may include activities that:

- are contrary to the objects of the Company;
- 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;
- involve gambling, unless authorised or licenced to do so;
- do not comply with Victorian Government policies or procedures and Salesian College policies or procedures; and
- are inappropriate or illegal.

## 3. Child protection and risk assessment requirements

The Principal and / or Delegate are responsible for determining the suitability of the community user (Hirer). This includes informing the community user (Hirer) of the requirement to comply with child protection and risk assessment requirements:

### Child protection requirements

- Where the proposed community use activity involves children or young people, the Principal and / or Delegate must inform the community user (Hirer) of their mandatory obligations to comply with the Working With Children Act 2005 (Vic) and requirements to provide appropriate evidence of compliance by their employees, contractors and volunteers.

### Risk assessment requirements

- For all applications for community use the Principal and / or Delegate must inform the community user of the requirement to identify and manage risks to assure the activity can be conducted safely.
- The Principal and / or Delegate **must complete** a risk assessment process to determine if the activity is appropriate and that adequate measures are in place for the activity to be conducted safely.
- The Community User (Hirer) **must complete** the College approved Risk Assessment Form which is applicable to the proposed activity to be conducted on College property. The Hirer **MUST** ensure that their public liability insurance (minimum \$20M – Twenty Million Dollars) is maintained for the duration of any agreement.

## DEFINITIONS

Term	Definition
Community user (Hirer)	A community user may be a community group (Sporting), organisation, individual or current Staff member.
Use Agreement	<p>Agreements assessed, negotiated and signed by the Principal and / or Delegate with third party users (Hirers).</p> <p>These documents are used to apply for community use (Hire) of College facilities and equipment which also contains the terms and conditions for agreement.</p> <p>There are three (3) types of hire (Conditions of Use) agreement forms:</p> <ul style="list-style-type: none"><li>• Hire Agreement – Events (such as concerts &amp; fundraisers) &amp; one off venue requirements; or</li><li>• Licence Agreement – Seasonal Sporting or Regular Year Long Arrangements; or</li><li>• Lease Agreement – exclusive use of College Facilities (whole or part of building) or land by the lessee for the duration of the lease.</li></ul>
College Facilities	College facilities include ovals, Kimberley Hall, Naylon Auditorium and Jennings Centre, Cooper Boardroom and meeting rooms, Murdoch Canteen / Kiosk, Chapel, cricket nets & centre wickets, classrooms and College furniture & equipment.
Sponsorship	Sponsorship can be in the form of contra, in-kind and / or other predetermined contribution to the financial accountability of the hire.

## LEGISLATION

- OH&S Act 2004 (Vic) / Regulations 2017 (Vic),
- Working with Children Act 2005 (Vic)

## DELEGATIONS/AUTHORISATIONS

- Nil

## OTHER RESOURCES AND RELATED DOCUMENTS

- Community Use (Hire) of College Facilities – Flow Chart
- College Facilities Hire Procedure
- Hire Agreement Form
- Licence Agreement Form
- Lease Agreement Form
- Hirer Risk Assessment Tool

- Principal or Delegate Hirer Checklist & Risk Assessment
- Schedule of Fees & Charges