

Community Use of School Facilities Agreement Form

between

[Redacted area]

on behalf of the Minister for Education,
Training and Skills and

[Redacted area]



Agreement Form For Community Use of School Facilities

Form version 8, June 2022

1. HIRE of Facilities

I, [redacted] (name of principal/director) ("Principal"/"Director"),
Principal/Director of [redacted],
(name of school/preschool) ("School"/"Preschool") on behalf of the Minister for Education, Training and Skills ("Minister") agree to
allow the Facilities identified in Clause 2 to be used by the following person(s) or organisation* (the "Hirer") (please include name,
address and phone numbers of individuals/organisation*:

[NOTE: If the area/s above do not provide enough room for information please attach a list to this form.]

2. Times and Use of Facilities for Term of Agreement

The Hirer hires the following Facilities during the following hours of use and frequency of use:

Facility to be used (eg, Oval or Building, Rooms)	Hours of use (From – To)	Frequency of use (eg, 1st Tuesday of each month, every Friday during School Terms 1 and 4)
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[NOTE: If the area/s above do not provide enough room for information please attach a list to this form.]

The Term of the Agreement shall commence on:

[redacted] (starting date) and expire on [redacted] (finishing date)

or until terminated pursuant to clause 16. [NOTE: Term must not exceed one (1) year]

Footnote

* If the Hirer is not an incorporated association, a company or other body corporate, then the full names of the officers responsible (usually the Hirer's management committee) should be inserted. Each person named must sign as having accepted the terms of the agreement. The address of each should be given. If the Hirer is an incorporated association, which does not have its own premises, the address of its public officer(s) should be given.



3. Hire Charge

The Hirer must pay a hire charge of _____ ** per _____ (night, week, month, term, etc)
(plus GST if applicable), the hire charge to be paid to
(name of school/preschool) School Council Inc., on or before _____ or _____ (date)
(weekly, monthly, etc.).

4. Charges

The Hirer must pay out-of-pocket expenses*** amounting to \$ _____ (plus GST if applicable)
per _____ (week, term, etc.) the charge to be paid to the School Council Inc., on or before
_____ or _____ (date) (weekly, monthly, etc.).

5. Deposit

The Hirer must pay a bond/deposit of \$ _____ refundable at the expiration of the Term of the Agreement
provided that the Hirer has on each occasion of its use of the Facilities left the Facilities in an undamaged, neat and clean condition.

6. Use of Facilities

The Hirer will use the Facilities for (insert activity to be undertaken by the Hirer) ("Hire Purpose"):

7. Access to Facilities

The Hirer must observe the following opening and securing arrangements: *(to be inserted by the School/Preschool)*.

For the purposes of this Agreement, the Hirer must only use that part of the buildings or grounds specified in this Agreement, and the entrances to that part.

Footnotes

** See suggested Hire Fees

*** Out-of-pocket expenses is defined as an additional, identifiable, direct outlay by the School/Preschool, including the provision of materials, equipment and supplies attributable to the use of the School/Preschool by the Hirer.



8. Obligations on Hirer in respect of Facilities

8.1 The Hirer must:

- 8.1.1 only use the Facilities for the Hire Purpose and must not use the Facilities for any other purpose without the Principal's/Director's prior written consent
- 8.1.2 ensure that proper care is taken of the Facilities during the Hirer's use
- 8.1.3 comply, and ensure that its servants, agents or invitees comply, with all of the Principal's/Director's directions (whether written or verbal) in respect of the Hirer's use of the Facilities
- 8.1.4 immediately after completing its use of the Facilities on each occasion ensure that the Facilities are left in the condition that they were in at the commencement of the Hirer's use, including by:
 - (a) returning any furniture and equipment moved during the use of the Facilities to the position they were in prior to the Hirer's use
 - (b) ensuring that the Facilities are left in a clean and tidy condition
- 8.1.5 before vacating the Facilities switch off the Facilities' power and lights
- 8.1.6 at its expense promptly repair any damage caused to the Facilities or other property as a result of or in any way connected with the Hirer's use of the Facilities, whether caused by the Hirer, or its servants, agents or invitees.

8.2 The Hirer must not do or permit to be done in or about the Facilities anything:

- 8.2.1 which is illegal
- 8.2.2 which causes or may cause noise pollution
- 8.2.3 which in the reasonable opinion of the Minister:
 - (a) is or is likely to become a nuisance or annoyance to or in any way interfere with the quiet and comfort of other users of the Facilities
 - (b) in any way increases the risk of damage to the Facilities.

8.3 The Hirer must not smoke or permit smoking in the Facilities or anywhere on the school/preschool site.

9. Child safety

9.1 Additional Definitions

- 9.1.1 **Child Safety Act** means the *Children and Young People (Safety) Act 2017 (SA)*;
- 9.1.2 **Hirer Personnel** means in relation to the Hirer the following persons insofar as they are involved in the Relevant Activity:
 - 9.1.2.1 itself (where it is an individual);
 - 9.1.2.2 all its directors, officers, employees, agents, volunteers and invitees;
 - 9.1.2.3 all its contractors (where they are individuals); and
 - 9.1.2.4 all directors, officers, employees, agents, volunteers and invitees of its contractors.
- 9.1.3 **Minister's Sites** means any site of the Minister at which children are, or may be, present;
- 9.1.4 **Prescribed Position** has the meaning given in the Prohibited Persons Act;



- 9.1.5 **Prohibited Person** has the meaning given in the Prohibited Persons Act;
- 9.1.6 **Prohibited Persons Act** means the *Child Safety (Prohibited Persons) Act 2016 (SA)*;
- 9.1.7 **Prohibition Notice** has the meaning given in the Prohibited Persons Act;
- 9.1.8 **Relevant Activity** means the Hire Purpose as specified in this Agreement, and otherwise the provision of goods, services or other activities at or in relation to the Minister's Sites;

9.2 Fundamental Term

Despite any other clause, the parties acknowledge that the rights and obligations under this clause are fundamental to this Agreement.

9.3 No Prohibited Persons

- 9.3.1 The Hirer must not permit or allow, and must procure that its contractors do not permit or allow, any Hirer Personnel who is a Prohibited Person to:
- 9.3.1.1 be involved in the Relevant Activity; or
 - 9.3.1.2 otherwise be present at any of the Minister's Sites.
- 9.3.2 Unless such notification causes the Hirer to be in breach of the Prohibited Persons Act the Hirer must promptly notify the Principal/Director if it becomes aware that any Hirer Personnel who is or has been present at the Minister's Sites:
- 9.3.2.1 is a Prohibited Person; or
 - 9.3.2.2 is the subject of any allegation, arrest, charge or conviction for:
 - 9.3.2.2.1 a sexual offence or an offence of indecency;
 - 9.3.2.2.2 any offence of violence or deprivation of liberty;
 - 9.3.2.2.3 any offence involving child pornography or child exploitation;
 - 9.3.2.2.4 any other major indictable offence; or
 - 9.3.2.2.5 a conspiracy to commit, or an attempt to commit, an offence referred to in any of the preceding paragraphs.
- 9.3.3 The Hirer must:
- 9.3.3.1 immediately procure the ongoing exclusion from the Minister's Sites of any Hirer Personnel if they are found to be a Prohibited Person;
 - 9.3.3.2 immediately suspend access to the Minister's Sites of any Hirer Personnel if they are the subject of any allegation, arrest, charge or conviction for an offence as set out in clause 9.3.2.2 (whilst not being the subject of a Prohibition Notice), until such time as:
 - 9.3.3.2.1 the Hirer Personnel is found to be a Prohibited Person, in which case clause 9.3.1 will apply; or
 - 9.3.3.2.2 the Minister consents in writing to the suspension of access being revoked, such that the Hirer Personnel may return to the Minister's Sites.



9.4 Imposing Obligations on Hirer Personnel

The Hirer must ensure that:

- 9.4.1 Hirer Personnel are aware of and act in a manner consistent with the Hirer's obligations under this clause 9 at all times;
- 9.4.2 Hirer Personnel (not being the Hirer) immediately inform the Hirer if the Hirer Personnel is the subject of any allegation, arrest, charge or conviction for an offence as set out in clause 9.3.2.2; and
- 9.4.3 Hirer Personnel (not being the Hirer) immediately inform the Hirer if the Hirer Personnel is or becomes a Prohibited Person.

9.5 Child Safe Environment

In addition to all other obligations under this Agreement, where the Hirer is an organisation to which section 114 of the Child Safety Act applies, the Hirer must:

- 9.5.1 (policies and procedures): have in place appropriate policies and procedures to ensure that, as required by the Child Safety Act:
 - 9.5.1.1 safe environments for children and young people are established and maintained; and
 - 9.5.1.2 appropriate reports of child abuse and neglect are made;
- 9.5.2 (lodge statement): lodge the statement required by section 114 of the Child Safety Act about the Hirer's child safe policies and procedures with the Chief Executive of the Department for Child Protection, or such other government agency as the State or South Australian Government publicly notifies (Successor Children's Protection Agency), within 10 Business Days after putting in place those policies and procedures; and
- 9.5.3 (response): respond, as soon as reasonably practicable (and in any event within 10 Business Days), to any written request by Department for Child Protection, Successor Children's Protection Agency or the Minister for information relating to the Hirer's compliance with the requirements of this clause 9.

9.6 Compliance with Child Safety Practices and Procedures

The Hirer must at all times comply with any practices, policies and procedures in relation to child safe environments notified in writing by the Principal/Director.

9.7 Effect of Non-Compliance

If the Hirer does not strictly, fully and immediately comply with any or all of its obligations under clause 9.3, then such failure to comply will constitute a fundamental breach of the Agreement entitling the Minister to terminate the Agreement immediately upon giving notice in writing to the Hirer.

9.8 Principal/Director may act on behalf of the Minister

Any step available to the Minister in accordance with this clause may be undertaken by the Principal/Director on behalf of the Minister.



10. Insurance

Select the applicable option;

The Hirer must at its expense effect and maintain throughout the Term a public risk insurance policy with a reputable insurer in the name of the Hirer in respect of the Hirer's use of the Facilities to the extent of at least \$20M for any one claim.

The requirement for public risk insurance is waived as the Hirer is a small, not for profit locally organised club or group with fewer than 50 members and/or the hire is for a one-off event.

11. Compliance with Laws / Consents and Approvals

11.1 The Hirer must at its expense:

11.1.1 comply, and ensure compliance by any of its servants agents and invitees, with all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-laws, orders and proclamations, which may affect the use or occupation of the Facilities by the Hirer

11.1.2 obtain and maintain throughout the Term all approvals, licences, exemptions, permits and consents required to enable it to use the Facilities for the Hire Purpose.

12. Accidents

12.1 The Hirer must as soon as practicable give written notice to the Principal/Director of the School/Preschool of any injury incident occurring while using the School/Preschool facilities or in any way connected with the Hire Purpose or the Hirer's use of the School/Preschool premises that result in medical treatment.

12.2 The notice must include details of the date, time, place and circumstances of the injury incident and the names and addresses of any person(s) injured and the names and addresses of any person(s) witnessing the incident. The Principal/Director must ensure that notice is effected by logging the incident in the Department for Education's incident management system within 12 hours of receiving the notice.



13. Special Conditions

The Hirer must observe the following extra conditions:

(School/Preschool to insert any additional condition(s) considered necessary).



14. Risk

The Hirer uses the Facilities at its own risk in all things and releases to the full extent permitted by law the School/ Preschool, Department for Education, the Minister and the Crown in Right of the State of South Australia and all its officers, employees, agents and contractors, in the absence of any default or neglect on their part, from all claims, demands, actions, costs, losses, damages, expenses or liabilities arising either directly or indirectly from or in relation to the use of the Facilities by the Hirer or its employees, agents and invitees.

15. Indemnity

To the full extent permitted by law, the Hirer indemnifies and will keep indemnified, the School/Preschool, Department for Education, the Minister and the Crown in right of the State of South Australia and all its officers, employees, agents and contractors against any costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by the School/Preschool, Department for Education, the Minister or the Crown arising either directly or indirectly from or in relation to the use of the Facilities by the Hirer or its employees, agents and invitees, except to the extent that such injury, death, damage or loss is occasioned by the neglect or default of the School/Preschool, Department for Education, the Minister or the Crown.

16. Termination

- 16.1 This Agreement may be terminated by either party giving to the other party not less than three calendar months' written notice.
- 16.2 Any notice of termination must be signed by a person authorised by the party giving notice of termination and may be served personally or may be sent by prepaid post or by email or fax transmission to the Principal/ Director at the School/Preschool or to the address of the Hirer as described in this Agreement or as subsequently notified to the Principal/Director in writing by the Hirer.
- 16.3 This clause does not limit the right of either party to terminate this Agreement for breach of condition by the other party.

17. Modification

Any modification or variation of this Agreement must be in writing and signed by each party.

18. Disclaimer

The Hirer must include the following statement in its communications provided to users of the services or activities that it provides at the Facilities:

"This is not a Department for Education organised or sponsored activity and the Department for Education accepts no responsibility or liability in relation to this activity. The Department for Education accepts no responsibility or liability for services or activities organised or provided by [insert Hirer's name]."



EXECUTED AS AN AGREEMENT

PRINCIPAL/DIRECTOR

Signed by the Principal/Director:

(Signature of Principal/Director)

(Date of signing)

HIRER

Signed on behalf of the Hirer by a person authorised to do so :

(Signature of Hirer)

(Print person's name)

(Print person's position where Hirer is a company or incorporated association e.g. Director, authorised officer)

(Date of signing)

