



# Pinjarra Senior High School

## Community Use of School Facilities and Resources

*All policy and procedural statements contained within this document are lawful orders for the purposes of section 80(a) of the Public Sector Management Act 1994 (WA) and are therefore to be observed by all Department of Education employees.*

### APPENDIX B LICENCE FOR USE OF PROPERTY VESTED IN THE MINISTER FOR EDUCATION<sub>1</sub>

*(Section 218 of the School Education Act 1999)*

This Licence is made on (day/month/year) \_\_\_\_\_

BETWEEN: **ROB LAWSON**

(the "Principal") for and on behalf of THE MINISTER FOR EDUCATION

AND

(the "User") \_\_\_\_\_

#### DEFINITIONS

1. In this Licence

"Equipment" means (write full description of equipment to be used -if nil write nil)

"Premises" means (write full description of the premises to be used and define by reference to a plan if this is helpful)

"Principal" means the person occupying the position of the principal of the School

"School" means (write full name of school being used)

"Act" means the School Education Act 1999

#### GRANT OF LICENCE

2. The Principal grants to the User a licence under section 218 of the Act for the use of the Premises and Equipment for (write accurate description of activity) and for no other purpose. This licence is not transferable.

#### DURATION OF USE

3. This Licence commences on \_\_\_\_\_ (date of commencement) and

Terminates on \_\_\_\_\_ (date of termination).

**Day/Time of Use:** \_\_\_\_\_ The User may use the premises and equipment on (write times and days and hours on which the Premises and/or the Equipment are to be used.)

#### FEES

4. The User must pay to the school \$\_\_\_\_\_ (to include GST if applicable) for the use of the Premises and Equipment for the duration of this Licence.

As security for the performance the User's obligations under this Licence including but not limited to the cost of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of lost keys the User must pay a deposit of (write amount of deposit) to the Principal. The deposit will be refunded on the date of termination of this Licence provided the Premises and Equipment have been left in a satisfactory condition. Payments of fees and deposit are to be made to the Principal of the School.

**INDEMNITY**

5. The User indemnifies and agrees to keep released and indemnified, the Minister, the State, the Crown, all Ministers of the crown and all officers, employees, workmen, agents and contractors of any of them ("the Indemnified Parties") from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs and expenses (including legal costs and expenses) of any nature whatsoever which the Indemnified Parties may suffer or incur or which may at any time, be brought or maintained or made against them (or any of them) in respect of or in connection with:

- (a) the death of or injury or illness to any person;
- (b) any loss of any kind; or
- (c) the destruction or loss of or damage to any property, to the extent that the same has been caused or contributed to by:
  - (a) the User's use or occupation of the Premises in accordance with the terms of this licence;
  - (b) the User's use of the Equipment in accordance with the terms of this licence;
  - (c) any breach of this licence by the User; or
  - (d) any negligent or unlawful act or omission of by the User.

The release and indemnities continue notwithstanding the expiry of the term and shall survive early termination or this licence irrespective of how or who terminates it.

**INSURANCE**

6. The User must during the term and continuation of this Licence effect, maintain and keep current with an insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia to the satisfaction of the Minister the following insurances:

- (a) Public liability insurance covering the liability for claims arising out of the use or occupation of the Premises and/or Equipment for a minimum amount of \$5 million for any one occurrence (see appendix B for information on appropriate insurance coverage).
- (b) Workers' Compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than \$50,000,000 for any one event in respect of workers of the User.

The User will not do or omit to do any act or thing or bring onto or keep anything on the Premises which might render the insurances void or voidable.

The User must give to the Minister sufficient evidence of the insurances required or provide certificates of currency of such insurances as required by the Minister.

**FAILURE TO INSURE**

If the User fails to obtain the required insurances, the Minister may do so on behalf of the User and the User must pay the cost incurred by the Minister.

If an insurance policy is held details of the insurance policy are recorded below:

Name of Insurer:.....N/A.....

Policy Number:.....

Date of Expiry:.....

**CONDITIONS OF USE**

6. The User acknowledges being bound by the Act and all Regulations made under it and agrees to be bound by the Conditions of Use attached to this Licence.

**MANAGEMENT COMMITTEE**

7. A Management Committee or other appropriate management structure may be formed to administer daily business associated with the agreed use of the Premises and Equipment and where appropriate advise the Principal and the User on any disputes arising between them and recommend ways of resolving any such dispute. Where a Management Committee has been formed the names of the Committee members and the interests they represent are recorded below.

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**TERMINATION AND SUSPENSION**

- 8. (a) The Principal may suspend this Licence during any period:
  - (i) when any part of the Premises is urgently required to provide accommodation for students or the public as a result of an emergency or disaster; or
  - (ii) when any part of the Premises is required for the purposes of a federal, state or local government election or referendum.
- (b) The Principal may terminate this Licence on one week's notice if the User significantly or repeatedly breaches any condition of this Licence, the Act, any regulations made under it or the Conditions of Use attached to this Licence.
- (c) The User may request the termination of this Licence at any time by giving the Principal one week's notice in writing. The Principal will then terminate this Licence and make any appropriate adjustment of the fees and refund of the deposit but this Clause does not prejudice any liability the User may have arising from any prior breach of the User's obligations under this Licence or under the indemnity .
- (d) If either party is aggrieved about matters of access or breach or termination of this Licence the parties will follow the grievance procedures set down in the Policy and Guidelines for Community Use of School Facilities.

**SIGNED**

.....  
(Principal)

.....  
(Witness)

.....  
(person responsible for User)

.....  
(Witness)

Person responsible for turning off electrical equipment, securing the premises and leaving them in a neat and tidy condition:

Name: .....

Address: .....

Telephone: .....

## CONDITIONS OF USE

The User agrees:

- (a) to use the Premises and Equipment only on the dates and at the times specified in the Licence;
- (b) not to interfere in any way with the operation of the School, with records, materials or equipment of the School, with its staff or students and in particular not to use any machinery or equipment other than the Equipment;
- (c) not to remove the Equipment or any part of it or any other property of the Minister from the Premises and to ensure that the Equipment and any other property of the Minister are left as found;
- (d) to permit the Principal to use the bond towards meeting the costs of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of loss or theft.
- (e) not to make or permit any structural alteration, including the attaching of nails, screws or other fastenings to walls or fittings, to the Premises or any other property of the Minister;
- (f) to comply with any request by the Principal and with all laws and departmental policy concerning the use of the Premises and Equipment including, without limitation, regulations which prohibit smoking on the Premises and laws relating to the sale or consumption of alcohol;
- (g) to produce on request evidence of the User's ability and qualifications to supervise activities, on the Premises, and/or Equipment, which may result in risk of injury;
- (h) not to permit any alcohol to be brought upon or remain on the Premises or the School grounds without permission from the Principal and to comply with regulations regarding alcohol on school premises;
- (i) to ensure that no illegal activity is carried out upon the Premises by persons on the Premises with the User's knowledge;
- (j) to leave the Premises and any toilets or other parts of the school buildings and all routes of access and exit used by the User in a clean and tidy condition;
- (k) to ensure appropriate supervision of and accept responsibility for the behaviour of persons using the Premises or Equipment with the User's knowledge;
- (l) to allow the Principal or any nominee to enter the Premises at any time to inspect the Premises and Equipment and to make any repairs the Principal deems necessary;
- (m) to vacate the Premises on or before the authorised time on the day of use and to lock up and secure the Premises after use;
- (n) not to have keys duplicated and not to pass any keys to third parties;
- (o) to use only the Premises and Equipment specified in the Licence;
- (p) to repair or make full restitution to the Principal's satisfaction for any damage to the Premises, the Equipment or other property of the Minister for Education;
- (q) to cease use of Premises or Equipment found to be unsafe and to notify the Principal by phone before the beginning of classes on the next school day and then in writing;
- (r) to notify the Principal immediately in writing of any injury to any person during use of the Premises or Equipment and to provide such statements from witnesses and the injured person as the Principal may require;
- (s) to comply with obligations of the Copyright Act;
- (t) to ensure that where the Premises include a swimming pool, the following precautions are observed:
  - infants and non-swimmers must not be admitted to the pool area unless accompanied by an adult.
  - an adult must be nominated by the User to assume responsibility for good order
  - entry to the pool must be supervised.
  - no alcohol is permitted near or within the pool
  - specific directions of the Principal or nominee regarding safety are to be complied with (eg suitably qualified supervision of pool activities).
- (u) the User has read and understands these Conditions of Use.