

USE OF FACILITIES BY OTHERS POLICY

Approver: Board

Owner: Principal

Last Reviewed By: Board

Next Review Date: June 2019

1. Purpose

- 1.1. Melbourne Montessori School ("MMS") permits external organisations to use the school's facilities from time to time.
- 1.2. The policy sets out the principles and framework governing the school's approach to the use of its facilities. The policy, together with the procedural documents listed in section §16, must be read and understood by all those who seek to use the facilities.

2. Principles

- 2.1. In permitting external organisations to use the school's facilities the following principles will inform all decisions and arrangements.
- 2.2. In permitting an external organisation to use the school's facilities, MMS does not necessarily endorse the views of the organisation or its services or its products.
- 2.3. External organisations agree that they will not act in a way which is contrary to these principles or the school's values when using the school's facilities.
- 2.4. The school has a duty of care to ensure the safety and wellbeing of students. Principals, teachers and other school staff are held to a high standard of care in relation to students. The duty requires principals and teachers to take all reasonable steps to reduce the risk of harm. The duty is non-delegable, meaning that it cannot be assigned to another party. In the context of this policy, the school's duty of care cannot be delegated to the external or partner organisation using the school's facilities.

In discharging its non-delegable duty of care, the school is required to take account of the diversity of all children, including the needs of Aboriginal and Torres Strait Islander children, children from culturally and linguistically diverse backgrounds, children with disabilities, and children who are vulnerable.

- 2.5. MMS is committed to child safety and has a zero tolerance of child abuse.
- 2.6. The school's values and ethos are set out in the MMS mission which is to:
 - provide excellence in Montessori education from birth to eighteen years
 - provide an enriched and welcoming learning community that embodies the Montessori principles of respect for self, respect for all others including the development of intercultural understanding, respect for the environment as well as respect for our country's freedoms and democratic principles
 - nurture, inspire and support each person's individual development
 - provide a safe environment that enhances the safety and well-being of all
 - foster the growth of self-confidence, independence, self-discipline, an inquiring and active mind, personal and social responsibility
 - foster every child's innate love of learning and to make their introduction to education a joyful and purposeful start to a journey of life-long learning

3. Aims of the Policy

- 3.1. To set out the basis on which MMS will agree to and prioritise the use of the school's facilities by an external organisation;
- 3.2. To identify the basis for the terms and conditions which will apply to these agreements.

4. Legal and regulatory basis for compliance

- 4.1. Education and Training Reform Act 2006
- 4.2. Education and Training Regulations 2007
- 4.3. Child Safe Standards Ministerial Order 870

5. Reasons for permitting the use of MMS facilities by external organisations

- 5.1. MMS permits the use of its facilities by external organisations for reasons prioritised in the following order:
 - 5.1.1. To provide an enriching and welcoming learning community for students and families through supplementing the school's curriculum with activities which couldn't otherwise be offered or for which strong educational arguments can be put forward;
 - 5.1.2. To be a good neighbour within the local community and the parent community by sharing facilities that may not be available locally elsewhere;
 - 5.1.3. To raise awareness of the school and its facilities in the local area in order to bring more families and students to the school and potentially to increase student numbers;
 - 5.1.4. As a source of income.
- 5.2. MMS prioritises the use of its facilities by external organisations to those whose reasons for entering such an agreement are prioritised in the following order:
 - 5.2.1. A wish to enrich the learning of children and their families;
 - 5.2.2. To be connected in partnership with MMS on the basis of aligned values;
 - 5.2.3. To provide services for people living and working the local neighbourhood;
 - 5.2.4. To have access to good, convenient and suitable facilities within the local neighbourhood;
 - 5.2.5. To have access to potential customers or participants whether paying or not;
 - 5.2.6. To benefit from lower costs than elsewhere.

6. Decisions to allow the use of facilities by external organisations

- 6.1. As a guiding rule school use of MMS facilities will always take priority over community use, which in turn will take priority over commercial use.
- 6.2. Decisions as to whether to enter into or to cancel such agreements are taken by the Principal/ by the Principal (or as delegated) at their complete discretion. The decision will be final.
- 6.3. In coming to such decisions, the school will create an Agreement Business Plan in relation to each agreement. The Agreement Business Plan will assess the criteria and priority given to the agreement, an analysis of the financial impact of the agreement and an analysis of the educational and community benefit of the agreement.
- 6.4. Priority will always be given to the use of MMS facilities by the school and related activities including, but not limited to:
 - 6.4.1. extra-curricular activities for students organised by the school
school meetings, events and performances including family events such as parent education evenings;
 - 6.4.2. Parent Association meetings and Parent Association arranged events;
 - 6.4.3. School Board meetings.

- 6.5. Priority will also be given to the use of MMS facilities by the following groups:
- 6.5.1. educational activities open to MMS students and their families;
 - 6.5.2. recreational activities open to MMS students and their families;
 - 6.5.3. Parents and families attached to the school;
 - 6.5.4. activities organised by local community groups for the benefit of the local community.
- 6.6. In making decisions about the use of its facilities, MMS will also take into account whether the external organisation provides services for:
- 6.6.1. minority groups e.g. ethnic minorities, people with a disability, Aboriginal and Torres Strait Island groups, low income groups;
 - 6.6.2. children, young people, parents.

7. Decisions to refuse the use of facilities by external organisations

- 7.1. MMS facilities will not be available for public meetings with political, religious, or any other content where the matters for discussion are, in the School Board's opinion, obscene, sexist, homophobic, racist, offensive, controversial or sensitive in any way or which may breach community cohesion.
- 7.2. In order to make informed judgments, the School Board reserves the right to ask for an agenda to be made available at least 14 days before the scheduled date of the meeting. The external organisation may also be required to provide details of any speakers or performers prior to the event. If this information is not received, the School Board reserves the right to refuse/cancel the agreement.
- 7.3. MMS will not agree to requests for the use of its facilities from external organisations or groups which in the view of the Principal (or as delegated)
- 7.3.1. could bring the school into disrepute;
 - 7.3.2. act in an unethical or unlawful way;
 - 7.3.3. act in ways that that involve discriminatory practices against any individual or group based on gender, sexual orientation, religious or political affiliation, citizenship, age, race or ethnicity, record of offences, disability, income or family status;
 - 7.3.4. promote gambling;
 - 7.3.5. create products and/or services that cause physical harm to human beings or animals;
 - 7.3.6. could have the ability to exercise, directly or indirectly, control or significant influence over the school;
 - 7.3.7. use marketing aimed at children;
 - 7.3.8. are allied to a political party and/or seek to use the school's facilities for electioneering or political purposes.
- 7.4. MMS may, at its own discretion, place limits on the number and/or length of such agreements.

8 Types of Agreements

- 8.3 School and parent use for activities for students or their families that provide educational benefit to students and the school community.** Such agreements will be charged at the discretion of MMS.
- 8.4 Community use for other community organisations and groups.** Such agreements will be charged at the discretion of MMS.
- 8.5 Commercial use.** Such agreements will be charged at the discretion of MMS.

9 Charges

- 9.3 The Principal (or as delegated) is responsible for determining the charge and any subsidy made to the external organisation in return for the use of MMS facilities.
- 9.4 The school reserves the right to require a deposit over and above the charge as a surety against damage to the facilities (including any equipment) or the facilities being left in an unacceptable condition necessitating their incurring additional cost for cleaning, caretaking or other expenses.
- 9.5 The full details of the charges levied are set out in the Terms and Conditions of Agreement.

10 Conduct of Users

- 10.3 The external organisation entering into the agreement to use MMS facilities is responsible for ensuring the conduct and behaviour of users is acceptable and is consistent with the principles set out in this policy.
- 10.4 The conduct of users extends to consideration for the neighbourhood in terms of, for example, overcrowding, parking and noise.
- 10.5 More information about the conduct of users is set out in the Terms and Conditions of Agreement.

11 Security and Risk Management

- 11.3 The Principal (or as delegated) will determine the security risk for each agreement through the creation of an Agreement Risk Assessment, a copy of which must be given to the external organisation and a copy of which must be kept on file in the school.
- 11.4 The external organisation is responsible for ensuring that all those taking part in the service or activity does so entirely at their own risk.
- 11.5 The Principal (or as delegated) is responsible for putting in place arrangements to manage any security risks. Those arrangements could include a continuous security presence, supervision, or other control measure.
- 11.6 MMS must inform the external organisation of the public liability insurance policy it holds. The policy cover must be sufficient for all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the facilities are being used), and/or loss of or damage to property, including the facilities, arising out of the agreement.
- 11.7 More information about security and the management of security risks is set out in the Terms and Conditions of Agreement.

12 Contractual Arrangements

- 12.3** In permitting the external organisation to use its facilities, MMS is contracting with the organisation. The details of this contract must be set out in the Terms and Conditions of Agreement. The Terms and Conditions of Agreement should include:
- 12.3.4A statement of values and principles
 - 12.3.5Booking procedures including procedures of cancellation
 - 12.3.6Charging schedule
 - 12.3.7Agreement Risk Assessment
 - 12.3.8Security arrangements

- 12.3.9A named Responsible Person, Key Holder and, if different, point of contact
 - 12.3.10 Provision of First Aid
 - 12.3.11 Anaphylaxis Management
 - 12.3.12 Protocols around food, drink, smoking, drugs and alcohol
 - 12.3.13 Expectations for behaviour and conduct of users
 - 12.3.14 Child Safe Standards Policy
 - 12.3.15 Health and Safety Policy
- 12.4 The external organisation has a contract or an agreement (may be formal or informal) with the participants in the activity for which the facilities are being used. MMS is not responsible for this contract or agreement. The school would expect, however, that the agreement contained the following:
- 12.2.1 A statement of MMS values and principles including the Child Safety Policy
 - 12.2.2 Booking procedures including procedures for cancellation
 - 12.2.3 Charging schedule and arrangements for payments including the handling of cash
 - 12.2.4 Parental permissions as appropriate (e.g. medical treatment, transport)
 - 12.2.5 Expectations for behaviour and conduct.
- 12.5 Although MMS is not responsible for the contract between the external organisation and participants, MMS retains its non-delegable duty of care. MMS must, therefore, satisfy itself that it has put in place all reasonable precautions and taken all reasonable steps to ensure children are safe.

13 Complaints

- 13.3** Complaints from the external organisation to the school will be handled through the school's complaints policy.
- 13.4** Complaints from participants in the activity for which the facilities are being used will be handled by the external organisation through its own complaints policy. The school must be informed of any such complaints as soon as they are known and the outcome or resolution.

14 Roles and Responsibilities

- 14.1 The School Board is responsible for determining this policy and approving any amendments on an annual basis.
- 14.2 The principal is responsible for:
- 14.2.1 making decisions as to which organisations and for which activities MMS facilities will be used
 - 14.2.2 ensuring the Terms and Conditions of the Agreement are fulfilled including informing the external organisation in relation to insurance
 - 14.2.3 ensuring each agreement has its own Agreement Risk Assessment and putting in place arrangements to manage risk and security risks
 - 14.2.4 ensuring each agreement has its own Agreement Business Plan
 - 14.2.5 putting in place all reasonable precautions and steps to ensure children are safe
- 14.3 The external organisation is responsible for:
- 14.3.1 the contract or agreement between itself and participants in the activities for which the facilities are being used
 - 14.3.2 ensuring the conduct of participants is acceptable
 - 14.3.3 informing participants in activities that they do so at their own risk
 - 14.3.4 informing the school of any complaints and the outcomes or resolutions

15 Linked with

- 15.1 Child Safe Standards Policy
- 15.2 Occupational Health and Safety Policy
- 15.3 Risk Management Policy
- 15.4 Complaints Policy

16 Procedural Documents

- 16.1 Booking Procedures which take account of the following:
 - 16.1.1 A fair process of bookings which clearly reflect the principles set out in this policy;
 - 16.1.2 Transparent and fair charging;
 - 16.1.3 Timely communication.
- 16.2 Agreement Business Plan
 - 16.2.1 Criteria for deciding in favour of or against the agreement
 - 16.2.2 School benefit assessment
 - 16.2.3 Financial assessment
- 16.3 Agreement Risk Assessment
 - 16.3.1 Child safety risks
 - 16.3.2 Security risks
- 16.4 Terms and Conditions of Agreement – as set out in §12.1
- 16.5 Child Safe Policy which take account of the following
 - 16.5.1 Communication of Child Safe Standards
 - 16.5.2 Requirements for Working with Children Checks and Police Checks
 - 16.5.3 Adequate supervision ratios including the supervision of children until they are collected by a responsible adult

17 Policy Review

The School Board will approve any amendments to this policy and monitor its implementation on an annual basis.

REVIEWED 2018