

NORTHLAND SCHOOL

Self Review Procedures Use of School Facilities



Northland School is available as a community resource for recreational use, extra curricular school activities and community programmes. School facilities are available for use out of school hours by other groups and some areas may be available in school time for groups to use.

The school and the learning programmes should not be disadvantaged by the use of its facilities by outside groups.

Casual use of the grounds

- The school playgrounds are available for casual use by Northland residents outside of school hours.
- Northland School students are expected to go home after school before returning to play in the school grounds.
- The school accepts no liability for casual use of the grounds, and expects those using the playgrounds to respect the school's property and use it safely.
- The school reserves the right to turn away users of school facilities and grounds if they are not used appropriately.

Arranged use of school grounds and facilities

- The use of school grounds and facilities for organised extra curricular and community activities outside school hours requires the approval of the Principal.
- The Principal has the right to decline applications to use the school and to cancel any existing arrangements.
- Approval will cover the use of one specific area that is appropriate for the activity concerned.
- Conditions for approval for use of the school are to be determined by the Principal, based on an assessment of the risks to the school of the proposed use. Such conditions may include the date, time and extent of agreed use, as well as other restrictions as deemed appropriate by the Principal.
- The Principal or Office Manager will inform approved users of the school's security procedures and other requirements associated with use of specific facilities. This includes relevant Health and Safety issues, eg hazard identification.
- All groups using school facilities will be required to complete and sign a licence to occupy school premises.
- Hire charges may apply and are set out on the Conditions of Hire form. Hireage charges are reviewed by the Board of Trustees annually.
- Any costs incurred as a result of the hire will be charged to the group, eg security call-outs, fire brigade callouts, damages to facilities or property.
- The school will accept no responsibility for accidents which occur during the use of school facilities after hours unless these activities are supervised by school staff.

- The school will not accept responsibility for any damage to or loss of any property whatsoever placed in the premises by the hirer or people acting on the hirer's behalf. Hirers are responsible for their own insurance cover.
- Hirers are to be advised that the school, including the grounds, is smokefree and this must be observed by all users.

Hire Charges

- After school groups providing a service for Northland School students (eg music tutors, Brownies/Guides etc) – no charge
- In-school groups (eg music tutors) providing a service for Northland School students - \$20 per day
- Community organisations - Evening and weekend - \$10 per hour per area of the school or \$50 per day per area of the school
- Commercial organisations – Evening and weekend - \$20 per hour per area of the school or \$100 per day per area of the school



Licence to Occupy School Premises

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- 1 The Northland School Board of Trustees (*the Board*) is the controlling authority for Northland School (*the School*) and has agreed to enter into this licence agreement to allow **[name of licensee]** (*you/your*) to use **the Viggers Centre, classrooms, Tiger Turf, part of the school premises** - (*the Premises*) for the purpose of **?** (*Permitted Use*) on the terms and conditions set out in this letter (*Licence*). The Secretary of Education (*the Secretary*) has authorised the Board to enter into this Licence pursuant to a Gazette Notice published under section 70C of the Education Act 1989.
- 2 The Board grants you a licence to occupy the Premises commencing on **commencement time and date** and expiring on **expiry time and date**, on the terms and conditions set out in this Licence.
- 3 At the end of the term or earlier termination of this Licence, you will remove all of your property (including any property of your invitees if any) from the Premises, and leave the Premises in a clean, safe and tidy condition to the complete satisfaction of the Board.
- 4 You will pay to the Board:
 - a. a licence fee of \$ to be paid immediately upon the execution of this Licence and **weekly fortnightly monthly termly** thereafter [if the arrangement is ongoing]; and
 - b. all costs and expenses arising from your use and occupation of the Premises including (without limitation) the following costs/expenses:
 - i. alarm call out fees
 - ii. fire brigade fees if a false alarm
- 5 You acknowledge that the Premises form part of the School which is controlled and managed by the Board as part of its statutory responsibilities, including under the Education Act 1989, which prevail over the terms of this Licence.
- 6 You are not responsible for insuring the Premises for catastrophic loss. However, the Secretary reserves the right to seek compensation, including any costs for recovery, for any loss or damage caused by your or your invitee's or agent's, use and occupation of the Premises. You acknowledge that the Secretary and the Board shall have no liability for damage or loss to School buildings or facilities or the Premises.
- 7 You must, at your own cost, promptly repair any damage caused to the Premises by you or any your invitees. If you fail to do so, the Board may, in addition to its other rights, repair any damage and recover the costs from you.
- 8 You will comply with and observe the Board's health and safety code of practice and any statutory, regulatory, code, bylaw or Ministry of Education requirements in the use and occupation of the Premises and you will provide to the Board, if demanded, a health and safety management plan for the Premises having regard to your intended use and occupation of the Premises. The Board may make recommendations to such plan or any revised plan from time to time which you must comply with.
- 9 You will use the Premises only for the Permitted Use.
- 10 You will not bring or store within the Premises (nor allow to be brought upon or stored within the Premises) any goods or things of any offensive, noxious, illegal or dangerous nature which could cause damage to School buildings or other facilities, or affect the health and safety of any person on the Premises.

- 11 You will not allow any act or thing to be done which may be or grow to be a nuisance or annoyance to the Board or any other person and generally and you will use the Premises in a clean, quiet and orderly manner free from nuisance, disturbance or annoyance to any person.
- 12 Due to its overriding statutory obligations, the Board may terminate this Licence at any time by giving you minimum 2 days' notice in writing. The Board may terminate this Licence at any time without notice if you are in breach of any covenant or agreement on your part expressed or implied in this Licence. You are not entitled to any compensation for any such early termination of this Licence.
- 13 You may not place or display any signage or advertising on the Premises (except with the written permission of the Board), or make any alterations to the Premises or construct any buildings, structures or other improvements on the Premises.
- 14 You must comply with all relevant legislation, regulations and bylaws affecting the Premises and your use of the Premises, and must not cause or allow any act on the Premises that would cause nuisance or annoyance to any neighbouring property, or any contamination of the Premises. You must, at your own cost, obtain and comply with any resource consents, permits and other planning approvals required for the Permitted Use of the Premises.
- 15 The Board makes no warranty or representation that the Premises are fit for any particular use, and you acknowledge that you have entered into this Licence completely in reliance upon your own skill and judgment. You agree to occupy and use the Premises at your own risk, and release the Board from any claim for any loss or damage you may suffer or incur.
- 16 You indemnify the Board against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by the Board (or the School or the Secretary) as a direct or indirect result of any breach of your obligations, undertakings or warranties contained or implied in this Licence, or as a direct or indirect result of your activities on the Premises.
- 17 You must meet all costs and expenses (including legal costs on a solicitor/client basis) which the Board may incur in enforcing its rights under this Licence.
- 18 This Licence is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this licence or in the Premises to or with any other person.
- 19 This Licence is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between you and the Board regarding your use of the Premises. Any amendments to this Licence must be recorded in writing and signed by both you and the Board.
- 20 Please confirm your acceptance of these terms and conditions by signing the enclosed copy of this letter and returning it to us.

Yours sincerely

[Signed by an authorised signatory for and on behalf of the Board]]

The terms of the Licence granted by this letter are agreed and accepted

[licensee]

[Signed by an authorised signatory for an on behalf of the licensee]