

Guidelines on the use of School Buildings outside of School Hours

1st Edition October 2017

PLANNING AND BUILDING UNIT

DEPARTMENT OF EDUCATION AND SKILLS

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Background

In 2005, the Department of Education and Skills issued a Circular Letter to Trustees, Boards of Management and Principals of Primary and Voluntary Secondary Schools (Circular Letter Prim 16/05) to encourage Trustees and Boards of Management (Boards) to make their facilities available where possible for community, education and recreation purposes. This Circular Letter recognises that the decision ultimately lies with the relevant school authority in consultation with the property owner and that the first priority at all times should be the interest of the school, its teachers and pupils.

The Governance Manual for Primary schools 2015-2019 also refers to this Circular Letter and reiterates that “In urging and encouraging the Trustees and Boards to respond sensitively to this need, the Department fully appreciates that the decision ultimately lies with the relevant Board or Trustees and that the first priority at all times should be the interest of the school, its teachers and pupils”.

It is recognised that schools play an important role in their wider communities and many schools make their facilities available outside of school hours for a variety of different uses and users. A survey of primary schools carried out in early 2016 by the Department of Education and Skills showed the variety of uses of school buildings in a significant proportion of schools in Ireland. The range of activities includes after-school activities, homework clubs, breakfast clubs, summer camps, sporting and other activities for children as well as the facilitation of community groups in the evening. Such use of school buildings for recreational and community purposes is encouraged by the Department.

Programme for Partnership Government Commitments

In Section 8 of the Programme for a Partnership Government (May 2016), the Government commits to the utilisation of primary school buildings for after-school care provision for school age children to offer more options and flexibility to parents, where there is demand for such a service, in partnership with community groups or private providers. In Section 10, there is another relevant commitment, which states that school buildings must be utilised outside of school hours if they are to remain at the centre of their communities and this usage should include after-school care, homework clubs and other community activities where demand exists.

In accordance with these key commitments in the Programme for a Partnership Government (May 2016) the Department of Education and Skills has been working closely with the Department of Children and Youth Affairs in considering how to facilitate schools who wish to make their facilities available as part of the range of options available to parents where there is demand.

The above commitments are reflected in the Action Plan for Education including the commitment to consult with stakeholders and to develop guidelines for schools on the use of school buildings outside of school hours.

Consultation with Education Partners

The Minister for Education and Skills met with various education stakeholders over the summer of 2016 regarding the above commitments and a workshop was held in November 2016 with school management bodies of primary schools to draw from the experiences of schools who make their facilities available and to inform topics for inclusion in the guidelines which will issue to schools on this matter.

From various consultations undertaken as part of this process, it is evident that school property owners, school authorities and other stakeholders are, in general, favourably disposed to expand the use of their school buildings outside of school hours where this is appropriate, and have considerable experience in doing so.

2. Purpose of guidelines

The purpose of these guidelines is to provide guidance to schools in relation to their current arrangements for the use of school buildings outside of school hours or for those schools who are considering putting such arrangements in place.

The guidelines also aim to address some of the issues raised by Education Partners as part of the consultation process and to make schools aware of the types of issues that should be considered when a school wishes to make their facilities available outside of school hours.

It is not intended that these guidelines are exhaustive or prescriptive. It is recognised that the management of school premises at local level is a matter for the relevant school authorities. The Department fully appreciates that decisions to make school premises available ultimately lies with the relevant Trustees/Property Owners following a recommendation from the school authorities, and that the needs of the school, teachers and pupils must be prioritised. However it is also the case that schools are often at the centre of sustainable communities, and there can be mutual benefits in building links with the local community, particularly in areas where schools have been newly established, and where school facilities lend themselves to community use.

Where pre-existing arrangements are in place, it is not intended to disrupt such arrangements. School authorities should review such pre-existing arrangements as soon as possible when it is feasible to do so when there is sufficient time to provide notice of intention to review and to implement alternative or amend arrangements without disrupting the services provided.

3. Approvals required & legal arrangements

Approvals

In general, the Department recognises that the use of school premises for community or after-school purposes is managed at local level and school authorities have a considerable degree of autonomy in relation to how their premises are managed and utilised at local level.

The duties of the Board of Management are set out in Section 15 of the Education Act

However, in respect of dealings with school property, while third party requests for the use of school facilities should be formally approved by the Board of Management with the consent of the Patron, it is important for School Authorities to note that **consent of the Property Owners/Trustees for the use of school premises as set out in the paragraphs below must be obtained prior to any decision being made.**

Primary Schools and Voluntary Secondary Schools on sites in the ownership of the Minister for Education and Skills

Minister owned property may be leased to the Patron and in such cases school authorities are required to operate within the terms of the relevant lease. The consent of the Minister should be sought where required.

Primary Schools and Voluntary Secondary Schools on sites **not** in the ownership of the Minister for Education and Skills

Where the property is not in State ownership a request should be made by the School Authorities with the consent of the Patron to the Property Owners/Trustees for their consent.

In schools where the Minister has invested monies in the school facilities the Minister's interest may be legally protected by means of an agreement between the Property Owners/Trustees. In such cases Property Owners/Trustees are required to operate within the terms of the relevant agreement.

Community and Comprehensive Schools

In the case of Community and Comprehensive schools, there are specific provisions contained within the Governance Manual for Community and Comprehensive Schools and these should be adhered to.

Education and Training Board Schools and Colleges

In the case of Education and Training Board ("ETB") schools and colleges, the Board of Management has responsibility for determining the use of the school/college buildings or grounds for community purposes at times which do not affect school/college work. Regulations and conditions governing the use of the premises for community purposes shall be prepared by a Board of Management for the approval of the ETB and shall be subject to alterations from time to time with the approval of the ETB.

Leased Property

Certain property (e.g. Temporary Accommodation) may be leased to the Patron and in such cases school authorities are required to operate within the terms of the relevant lease.

Use of premises during the school day

Notwithstanding the above, in all cases the use of primary school premises during the school day, for purposes other than regular school business must also have the prior approval of the Minister.

Where such a request is made by a school, the Patron should submit the request in writing to the Department's Planning and Building Unit, at the earliest opportunity.

Where the Department receives such a request, it should be noted that all such requests will be appraised in the context of the projected enrolment and accommodation requirements of the school. This examination generally also involves an assessment of school accommodation needs and capacity within the overall school planning area in which the school is located.

If consent is granted, it will be on the basis that any agreement will not give occupancy rights to the user group. The user group should be put on notice of this before any application is made.

Legal arrangements

A critical aspect of making school facilities available is to ensure that any legal arrangements put in place are appropriate. Section 4 and Section 5 of this document identify general provisions and issues to be considered by schools in making school facilities available.

Appendix 1 sets out some sample conditions governing the use of school facilities by Community Organisations and other outside bodies which can be adapted depending on requirements. In addition, Appendix 2 includes further information relating to legal agreements and recommends, at a minimum, a list of matters which should be clarified in any legal agreement.

A legal agreement should not confer on the proposed user any legal estate or interest in the school premises or any part of it. In order to ensure that no tenancy rights accrue and that the property will be available for school use if required in the future, it is recommended, where appropriate, that the agreement takes the form of a licence as opposed to a lease. However, legal advice should be sought prior to entering any agreement. All licence agreements entered into should have appropriate break/termination clauses (recommended not to exceed an 11 month term). If a short term lease is entered into then this too should have appropriate termination/break clauses and the Tenant, having received Independent legal advice, should sign a Deed renouncing any rights to a new Tenancy.

Appropriate Signatories to Legal Agreements

With regard to the Board of Management's remit and property rights, it is important to note that section 15(3) of the Education Act states that:

"For the avoidance of doubt, nothing in this Act shall confer or be deemed to confer on the Board any right over or interest in the land and buildings of the school for which that board is responsible".

Therefore, it is essential to establish which parties are the appropriate signatories to any legal agreement to be put in place.

A table which may assist in relation to approvals required and appropriate signatories to legal agreements is set out at Appendix 3.

4. General provisions in making school facilities available

Insurance Arrangements

As a general rule, any outside group will require their own insurance and proof of insurance should be provided by the group for examination when a request is made.

Specific arrangements apply in relation to insurance for Community and Comprehensive schools, and the relevant provisions set out in the Governance Manual for Community and Comprehensive schools should be followed.

In relation to other schools, while the school authority is required to have certain insurances in place, any claims which arise from the use of the building may also involve the school Patron and/or Property Owners/Trustees. It is important to verify insurance arrangements with the school's insurer to ensure that the school's Board of Management, Patron and/or Property Owners/Trustees are adequately covered and indemnified by insurance arrangements. In addition to public liability, consideration needs to be given to any property damage which may occur.

Health and Safety

As an occupier, the Board of Management owes a duty of care to those entering School premises and at a minimum should maintain properties including access and egress routes in good condition. The Board of Management is responsible for ensuring the premises are provided in safe condition. The Board should conduct a risk assessment prior to the third party using the school's facilities to identify required control measures. Advice on carrying out a risk assessment should be obtained from the school's insurer. In general the risk assessment should be proportionate to the level of risk.

Future development of School

It is important that any proposed arrangement does not impede upon the future development of the school. In all cases the onus is on the Board of Management and the Patron to ensure that there is sufficient space for a school to expand to provide accommodation if needed to cater for school enrolments.

Grant aided partnership arrangements

In some cases, a school may enter into partnership arrangements with a local sports club or organisation to avail of grant funding (Sports Capital Grant *etc.*), which benefits both school and community. Where approvals are required to develop an area of school property (*e.g.* for a playing pitch), requests should be sent to the Department's Planning and Building Unit by the Patron. It should be noted that all such requests will be appraised in the context of projected enrolment and accommodation requirements for the school and the relevant school planning areas. Therefore where an application deadline is in place, schools should submit requests to the Department's Planning and Building Unit in sufficient time in advance of deadlines to allow this appraisal to take place.

Proper execution of the Legal Agreement

Where it is intended to enter a legal agreement, it is the responsibility of the party entitled to grant the agreement to ensure that the agreement is properly executed.

Statutory Requirements

It is also the responsibility of the party entitled to grant the agreement to ensure that it be a condition of the legal agreement that all relevant statutory requirements relevant to the proposed occupier including Health and Safety, Building and Planning Regulations are complied with.

5. Issues to be considered in making school facilities available

Where a school is considering making its facilities available for out of school use, it may be useful for the Board of Management to consider the following:

- Have the applicants confirmed that the premises is suitable for the delivery of the service or activity?
- Given that the priority use of school property is for primary or post-primary educational provision, what are the implications of the use of the school on education provision and what arrangements need to be made to minimise impact on the school's day to day requirements?
- Costs of making the facilities available: It is considered that any provision should be self-financing and should, at a minimum, cover maintenance, utility bills, additional insurance costs, legal requirements and other overheads or associated costs. In that regard, it is recommended that an assessment of what additional costs will arise and how these will be apportioned should be undertaken;
- Legal, Governance and Insurance provisions: What arrangements does the school need to put in place to protect the Board, Patron, Trustees and Property Owners?
- Governance arrangements: Identification of appropriate individual *e.g.* principal/chairperson of the Board of Management/designated Board member who will have responsibility for monitoring/overseeing the process and who will report to the Board;
- Reputational: The role of the school in relation to the proposed service being provided should be clearly outlined *e.g.* making it clear that the school is providing the facility only and is not endorsing/evaluating the services provided;
- Review of security measures: Where schools have a security service in operation, appropriate notification procedures should be put in place with security firms *etc*;
- Any implications arising from potential use of I.T. equipment;
- Managing local expectations of continuation of service;
- Restoration of premises to the condition found to ensure its uninterrupted priority use for education purposes;
- Consideration of whether it is appropriate for the school website to be used. Schools may wish to simply provide a list/schedule of all activities taking place on school property without endorsing same and clarifying that any issues arising from participation in such services should be taken up directly with the service provider rather than with the school;
- The procedures that may need to be put in place regarding the use of the premises, *e.g.*:
 - the use of the premises and school property/equipment
 - reservation of premises

- adequate security and supervision including securing the premises after use
- Any policies, procedures or other measures needed to safeguard the safety and welfare of the school's pupils including from a child protection or Garda vetting perspective
- Data protection, including data on individual children which would need to be secured in advance
- health and safety: handover procedures, code of behaviour, pick up after class and after service concludes, physical aspects of the premises e.g. floor condition, slip/trip hazards, suitable access and egress, including consideration of persons with disabilities
- fire safety and evacuation measures
- emergency response and first aid considerations
- night time use including adequate lighting and security provision

The above list is not intended to be exhaustive or comprehensive. There are different types of use of school buildings from local committee/community use, to sports clubs to afterschool care, and the type of provision being considered will have specific requirements. Many schools have significant long-standing experience of making their facilities available and it may be useful for schools considering such arrangements to consult with other schools in advance.

6. Making facilities available for pre-school and after-school care arrangements

In some localities, the use of a premises by a commercial entity for pre-school and/or after-school care may provide a revenue stream to the school, a sustainable business model for a registered and licensed private provider, and a more affordable service for parents. However, in other schools, lower cost social economy models for the supply of pre-school and afterschool care could be provided by a community/not for profit groups. In these instances, the school may opt to charge nominal rent for the buildings to cover costs to ensure that parents can avail of lower cost services.

Transparency in making facilities available

Subject to the approvals required and legal arrangements as set out in Section 3, where a school is considering making rooms available for pre-school or after-school care service or if they are approached by a provider, it is recommended that applications from others who may wish to apply to provide such a service are sought under an open transparent and fair process.

These arrangements should provide for the placing of some form of advertisement or notice in a local newspaper (or on the school website or alternative unrestricted media) advising of the possibility of the making available of the rooms/facilities, how services providers will be selected and the essential terms that would have to be abided by any such users of the premises, including contributions to maintenance and upkeep.

Where a school wishes to include requirements that are in keeping with the values or the ethos of the school - such requirements may be valid provided that they can be justified (for

example by reference to the school's 'mission statement' or equivalent) and in keeping with relevant legislation.

Application Process

When designing an application process, the school may wish to consider including a weighting process which is made publicly available to all potential applicants. The needs of schools will vary in this regard but schools may wish to consider such aspects as:

- Taking into account the best interests of the overall school community, in terms of the service to be provided by the operator;
- Balancing the benefits of potential revenue to a school which could be offered by a commercial provider versus the benefits to the local community of a low-cost, not-for-profit service for parents of the school with running costs covered;
- References/ previous relevant experience;
- Garda vetting / supervision;
- Interview/meeting with the Principal/Board of Management if appropriate;
- Inclusion of criteria for selection/refusal (a checklist may assist in reducing incomplete applications).

A sample Application Form is included at Appendix 4 which can be amended depending on requirements.

Entering contracts/agreements with Board members

Where a Board Member (or his or her business or company) enters into a commercial agreement/business contract with the school that Member shall thereupon cease to be a Member of the Board.

Distinction between Service Contract and Licence/Lease Agreement

There is an important distinction between situations where schools procure a service, as opposed to "renting" out rooms.

It is not envisaged or recommended that an after-school care service or pre-school service is procured by means of a service contract (*i.e.* whereby the school pays the provider for the service). There are governance issues and additional potential liabilities involved in such an approach. Schools are advised to consider the implications where such a venture is proposed.

It is advisable that, rather than a Service Contract, the school property should be licensed/leased (with appropriate termination clauses and renunciations where relevant) to commercial or not-for-profit entities who may pay either a commercial or nominal rate to the school and they will operate their services on commercial or nominal terms with the general public.

7. Pre-schools on school property

While these guidelines are primarily intended to cover the use of school buildings outside of school hours, it is considered useful to set out here the additional requirements which apply where a school proposes to facilitate a pre-school service on school property.

Pre-school providers (private and not-for-profit/ community based) have in some cases established facilities on school premises. In some cases this involves the use of spare capacity within an existing building; in other cases a prefabricated structure may be located in school grounds.

During the consultation with school management bodies, it was noted that while there are many advantages to co-location of pre-schools on school property, the priority for schools is mainstream educational provision for pupils. It was reported that initial provision of childcare on school property can create expectations from parents or the local community that this service will continue to be made available. It is therefore important that legal arrangements made need to be clear so that, in time, if the school requires the space for school purposes, the legal arrangement can be terminated and the space will be made available and returned to full-time school use. This is very important in every instance but of particular relevance where there is a growing school population and a school has not yet reached capacity and space is available which may be needed in the future.

Role of the Board of Management re Pre-Schools

It is important for school authorities to be aware that there may be governance and liability issues associated with the provision of pre-school services on behalf of the Board of Management. *Although it is possible for a Board of Management to register as a registered provider under the Childcare Regulations*, it is important for school authorities to be aware that the protections afforded to individual board members in terms of the indemnity which applies to board members under section 14(7) of the Education Act, may not apply in the case of pre-schools. School authorities should seek their own legal advice in this regard.

The recommended approach is that where a pre-school is proposed, subject to the relevant consents of Property Owners/Trustee and Patron, rooms or premises may be made available to third parties (registered childcare providers) by means of a legal agreement. The approvals required and legal agreements have been set out in Section 3 above.

Additional provisions

In addition to the provisions set out elsewhere in these guidelines, the following will apply to all schools where it is proposed to use the school premises for purposes of a pre-school during the school day:

- The Childcare Act (1991) Part VII provides for the supervision of pre-school services and for the making of regulations relating to such services. In 2013, the Child and Family Agency Act (section 92) replaced this Part VII with a new Part VIIA. Regulations under the new legislative provisions have recently been published (Child Care Act 1991 (Early Years Services) Regulations 2016. School authorities considering facilitating a pre-school service on school property should ensure that any service provider can confirm compliance with all relevant guidelines and regulations.
- As set out in the provisions of the Governance Manual for Primary Schools, the use of school premises during the school day, for purposes other than regular school business must have the prior approval of the Minister and Patron. The Patron should submit the request in writing to the Department's Planning and Building Unit at the earliest opportunity.

- The onus is on the Board of Management and the Patron to ensure that there is sufficient accommodation/expansion space to meet the school's long-term projected enrolment and any development which may arise in the area.
- In that regard, where additional accommodation is required at the school in the future, any accommodation used for purposes other than for school provision would have to revert to school use. Such accommodation should be restored to its original condition by the third party when being vacated.
- Funding provided by the Department of Education and Skills such as the Minor Works Grant or other grants for schools cannot be used on the room(s) or pre-fab being rented/used by the pre-school.
- Any agreement should ensure that additional costs incurred as a result of use by the groups are covered: for example, insurance, heating lighting, cleaning and maintenance of the areas used by the groups.
- In addition, any agreement should put in place necessary safeguards for the safety and welfare of pupils having regard to the requirements relating to Garda Vetting and Child protection procedures.
- It is the responsibility of the party granting the legal agreement to ensure that the pre-school has separate and adequate insurance including employers and public liability insurance. It is important to verify insurance arrangements with the school's insurer to ensure that the Board of Management, Patron and or Property Owners/Trustees are adequately covered and indemnified by insurance arrangements.
- The agreement should not confer on the proposed user any legal estate or interest in the school premises or any part of it. In order to ensure that no tenancy rights accrue and that the property will be available for school use if required in the future, it is recommended that legal advice is sought prior to entering any agreement. All licence agreements entered into should have appropriate break/termination clauses (recommended not to exceed an 11 month term). If a short term lease is entered into then this too should have appropriate termination/break clauses and the Tenant, having received Independent legal advice should sign a Deed renouncing any rights to a new Tenancy.
- Where existing arrangements are in place, legal advice should be obtained with regard to any obligation to continue the current arrangements or if tenancy rights have accrued.
- In the case of State property, no legal agreement should be entered in relation to the licensing, rental or leasing of school property before the legal instrument has been examined and sanctioned by the Department's Planning and Building Unit.

APPENDIX 1:

SAMPLE CONDITIONS GOVERNING THE USE OF SCHOOL FACILITIES BY COMMUNITY ORGANISATIONS AND OTHER OUTSIDE BODIES

1. No loss must accrue to the Board of Management/Patron/Property Owners/Trustees and/or the Department of Education & Skills from the Organisation/Body's use of School's facilities.
2. An agreed deposit to be lodged as a token of the responsibility of the organisation named below.
3. A fee is payable for the use of school facilities. These charges are determined from time to time by the Board of Management.
4. Groups using school facilities are required to abide by signs on display, to adhere to school rules, health and safety requirements, including no smoking stipulations and to other relevant school policies, procedures and other measures in place to safeguard the safety and welfare of the school's pupils.
5. Requests made by the Board Representative on duty during meeting/activity times are to be complied with promptly and in full.
6. School property is to be vacated at the appointed times.
7. The facilities used must be left in a clean and tidy condition in their original state and all property belonging to the group removed/stored as agreed.
8. Any damage to property or equipment must be reported in writing to _____. The Board of Management / Property Owners/Trustees reserves the right to recoup any costs incurred
9. The group are required to comply with the school's Safety Statement and Fire Evacuation Procedure and to confirm that they comply with all relevant legislative and other requirements including Health and Safety, Child Protection and Garda Vetting.
10. Any incidents which occur on school premises which could give rise to an insurance claim or which fall to be reported under the Health and Safety Policy must be reported to [named individual] _____ immediately or as soon as practically possible
11. The Principal and/or Board of Management will decide the limitation of numbers at any such meetings.
12. Notice of meeting/event to be given in writing at least one week in advance.
13. Meeting/activities can be held only at times sanctioned by the Principal/Board of Management.
14. Comprehensive insurance cover must be effected by the organisation and must indemnify the Board of Management, the Patron and the Minister for Education & Skills/Property Owners/Trustees from any liability arising from the Organisation/body's presence on school property.
15. As a condition of hire, the school is authorised to make any enquiries it deems necessary with the Organisation/body's insurance company.
16. The Organisation/body is responsible for ensuring that all members using school facilities are aware of these conditions.

APPENDIX 2:

INFORMATION RELATING TO LEGAL AGREEMENTS

Any legal agreement to be put in place is a matter for the relevant property owner or Patron/Trustees as appropriate. It is a matter for the signatories of the legal agreement to obtain legal advice.

The agreement which is entered should take account of the following requirements:

- Usage should not affect school work in any way
- Legal agreements should not result in a net cost to the school, taking attendance of school personnel, wear and tear, heat, light and power and other overheads into account.
- Applications for use of school facilities should provide the Board with full information and should be from bodies which are properly constituted with a responsible person nominated to take charge of the activity.
- Legal agreements should have appropriate termination clauses and renunciations where relevant should be signed.

While the following list is not prescriptive, it is recommended that a legal agreement should, at a minimum, provide the necessary clarity in respect of the following:

1. Commencement Date, term of the agreement, licence fee/rental amount and date of payment (payment of licence fee/rental should cover any overheads incurred in making the premises available, include such items as light and heat, maintenance costs, keyholder costs, admin/legal costs);
2. Hours of use and defined areas of use including access routes etc. (map should be provided);
3. Access arrangements including responsibility for key-holding, opening and closing the premises, handover procedures, traffic management where appropriate etc.;
4. Requirements around Garda vetting and child protection;
5. Opt-out clause including ability of both parties to terminate the agreement and notice period;
6. The position of the proposed user regarding advertising material (references to the school);
7. The position re. payment of costs incurred as a result of the use of the premises by the relevant group (details of how this will be communicated, apportionment methodology etc. should be included);
8. Indemnity for Patron/property owner and Board of Management in respect of any claims whatsoever arising out of the use of the premises by the proposed user;
9. Insurances - the proposed user must have adequate insurances in place. School authorities should maintain an up to date list in writing that can be produced on demand showing the name, registered office and proof of adequate insurance e.g. employers, contents and public liability insurances, with the interest of the property owner noted on the policy in relation to each group using the premises.
10. Commitment that the owner/school is not brought into disrepute by the use of the proposed user of the premises;
11. Maintenance/repair obligations of the proposed user to ensure that the premises is kept in a clean and tidy condition and not to cause any damage. To repair any damage if so caused with agreement from the licensor/lessor or to reimburse the Board of Management/Property Owners/Trustees for any repairs they may have to make as a consequence of the use of the premises by the proposed user ;
12. Dispute resolution process if necessary;
13. Health and safety - It should be ensured that the Health and Safety procedures of the school are clearly demonstrated and there is agreement from the proposed user to comply with such procedures including the use of alarms, evacuation procedures, fire procedures etc.;
14. Compliance with relevant legislation and guidelines.
15. The agreement should not confer on the proposed user any legal estate or interest in the said school premises or any part of it.
16. The proposed user should not be permitted exclusive rights.
17. The proposed user should not be permitted to assign the benefit of the agreement.

The above list is not exhaustive and it is a matter for the school authorities/ Patron and Property Owners/Trustees to protect their interests.

APPENDIX 3:-

APPROVALS REQUIRED AND APPROPRIATE SIGNATORIES TO LEGAL AGREEMENTS				
Schools	Step 1:- Initial appraisal of request	Step 2:- Consents required for:-		Step 3:- Parties to the Agreement
		use of School Buildings outside of school hours	use of School buildings during the school day	
Primary and Voluntary Secondary Schools on sites in the ownership of the Minister	Board of Management (“BOM”) should appraise request and if approved seek consent of Patron.	Patron.	Patron & The Minister for Education & Skills (“Minister”).	The Patron may grant a licence to the proposed user for use subject to the terms of the Lease between the Patron and the Minister for Education & Skills.
Non Minister owned Primary Schools	BOM should appraise request and if approved seek consent of Patron.	Property Owners/ Trustees.	Property Owners/Trustees & Minister	Property Owners/Trustees & proposed user.
Non Minister owned Voluntary Secondary Schools	BOM should appraise request and if approved seek consent of Patron.	Property Owners/ Trustees.	Property Owners/Trustees & Refer to any agreement between Property Owners/Trustees & Minister if property is legally secured.	Property Owners/Trustees & proposed user.
Community and Comprehensive Schools	BOM should appraise request and if approved seek consent of Patron.	Refer to the Governance Manual for Community and Comprehensive Schools.	Refer to the Governance Manual for Community and Comprehensive Schools & Minister.	Refer to the Governance Manual for Community and Comprehensive Schools.
ETB owned schools	BOM should appraise request and if approved seek consent of Patron.	Refer to relevant Board of Management Handbook for Schools/Colleges under the aegis of ETBs.	Refer to relevant Board of Management Handbook for Schools/Colleges under the aegis of ETBs.	Refer to relevant Board of Management Handbook for Schools/Colleges under the aegis of ETBs.
Leased premises (e.g. Temporary Accommodation)	BOM should appraise the request if permitted under the terms of the lease & seek Patron’s approval.	Refer to terms of the Lease.	Refer to terms of the lease and Minister, if premises is a Primary School.	Refer to terms of the lease.

APPENDIX 4:

SAMPLE APPLICATION FOR USE OF SCHOOL ROOM/FACILITIES

1. ORGANISATION DETAILS

Name of Association/Group:

Address:

Tel no:

Contact name and address: Tel no:

2. FACILITIES REQUIRED

Facilities/room required:

Purpose:

Date/s required: Time/s:

Name and address of person who will be in charge:

3. INSURANCE DETAILS

Name and address of insurance company:

Policy number:

Expiry date of policy:

4. DECLARATION/AUTHORISATION TO BE SIGNED ON BEHALF OF ORGANISATION/BODY

I/We agree to the conditions governing the use of School

Property as specified on the form attached. I authorise the School to make such enquiries, as it deems necessary in connection with this application.

Signed: _____

Date: _____

5. APPROVAL OF APPLICATION

Use of school facilities sanctioned (dates and times):

The original insurance certificate has been inspected and a copy has been retained for School records.

A copy of the approved application has been given to the Applicant together with a copy of the approved conditions in relation to the use of School property by outside bodies.

SIGNED: _____

Patron and/or Property Owners/Trustees

APPENDIX 5:-

Current relevant Childcare legislation and guidelines

Note the list below is subject to change and legal advice should be sought in relation to any legal agreement to be put in place

The applicants, and their employees, must understand and comply with all relevant legislation and guidelines including, but not limited to the following:

Legislation

- The Child Care (Pre-School Services) Regulations No 2 (1996) and the Child Care (Pre-School Services) No 2 (Amendment) Regulations 2006
- Child and Family Act (2013)
- Safety, Health and Welfare at Work (General Applications) Regulations 2007
- The Fire Services Act (1981)
- EU and Irish Employment legislation
- The EU Hygiene of Foodstuffs Regulation (1998 and 2000)
- National Vetting Bureau (Children and Vulnerable Persons) Acts 2012 to 2016
- Children First Act 2015*(not yet fully commenced)

National Guidelines

- The Standard Operating Procedures for Early Year Services
- Childcare First: National Guidelines on the Protection and Welfare of Children: Department of Health and Children (2011)**
- Our Duty of Care: The Principles of Good Practice of the Protection of Children and Young People (2002)
- Code of Practice of the Management of Fires Safety in Places of Assembly (1981)
- A Guide to Fire Safety in the premises used for Pre-school Services: Department of the Environment (1999)
- Hygiene in the Catering Sector: National Standards Authority of Ireland (1994)
- Management of Infection Disease in Childcare - Facilities and other childcare settings: Health Protection Surveillance Centre (2012)
- Síolta, The National Quality Framework for Early Childhood Education: The Centre for Early Childhood and Development and Education (CECDE) (2006)
- Aistear, The Framework Towards Early Learning: National Council for Curriculum and Assessment (NCCA) (2009)
- Food and Nutrition Guidelines for Pre-School Services: Department of Health and Children (2004)

The applicants should be able to demonstrate to the relevant regulatory authorities (i.e. Tusla, HSA, Department of Education and Skills) when required, that they comply with this legislation.

* The Minister for Children and Youth Affairs has announced that she will commence the remaining provisions of the Children First Act 2015 on 11th December 2017

** An updated *Children First: National Guidance for the Protection and Welfare of Children (2017)* was published on 2nd October 2017 and will become operational when the Children First Act 2015 is fully commenced. The Department, in consultation with the relevant education partners, is currently reviewing the existing *Child Protection Procedures for Primary and Post-Primary Schools* to take account of forthcoming statutory requirements under the Children First Act 2015 and the recently published *Children First: National Guidance for the Protection and Welfare of Children (2017)*. Schools are advised to monitor the Department's website for updates.