An Roinn Oideachais
Department of Education

Procedures on the use of school property and school sports facilities outside of school hours

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1. Introduction

These updated procedures highlight the value and importance of school buildings and school sports facilities being used outside of school hours from the perspective of:

- Supporting the social fabric of community life through facilitating access to local facilities;
- Helping to ensure that the Government's emphasis on strong rollout of residential developments operate in a sustainable manner for local communities;
- Facilitating the provision of early learning and care and school age childcare which is strongly encouraged;
- Assisting with the implementation of the Government's Climate Action Plan through facilitating communities with access to local facilities;
- Supporting an active and healthy lifestyle for communities.

The updated procedures have been developed following engagement with stakeholders in the schools sector and relevant Government Departments. The procedures replace the 'Guidelines on the use of School Buildings outside of School Hours', which were issued in October 2017.

The schools sector has a strong and proud track record of supporting local communities by facilitating access to school facilities outside of school hours. The objective of these procedures is to build further on this track record so that opportunities for facilitating access for local communities are maximised to the greatest extent possible.

The updated procedures also clarify the steps necessary when considering the provision of early learning and care and school age childcare within an existing building or on the grounds of a school. While the primary purpose of schools is the provision of primary and post primary education the Department is supportive of the use of available school property by early learning and childcare providers if there is space available and it does not interfere with the day to day running of the school. Supporting the provision of after-school childcare is very important and is strongly encouraged.

The new Procedures have built upon the previous Guidelines and emphasise certain requirements including the need for legal arrangements to be put in place, insurance, and that the proposed out of school hours activities should not affect the future development of the school. Much of the information in the Procedures is now in bullet point format and there are a set of checklists in the Appendices to facilitate ease of use.

Schools are reminded to seek the permission of their patron before making school facilities available.

The Governance Manual for Primary schools 2023-2027 also 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 BoM, ETB or Trustees and that the first priority at all times should be the interest of the school, its teachers and pupils'.

2. Purpose of Procedures

The purpose of these procedures is to encourage schools to engage with their local community and identify opportunities to make school property and sports facilities available (where appropriate) and to make schools aware of the types of issues that should be considered when a school wishes to make its facilities available outside of school hours.

For example, Appendix 5 of the procedures sets out a checklist for when a school wishes to enter into arrangements on the use of school property.

It is not intended that these procedures are exhaustive, and 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 property and sports facilities 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 property and sports facilities lend themselves to community use.

These procedures are not intended to disrupt pre-existing arrangements. School authorities when reviewing current arrangements to ensure alignment with these procedures are asked to be;

(A) Conscious of their schools position in the community and the importance of same, and

(B) Support provided by the community over the years in the provision and maintenance of the facilities.

3. Approvals required

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 respective premises are managed and utilised.

A detailed list of approvals required is contained in Appendix 4.

The role of a Board of Management is set out in Section 15 of the Education Act.

For schools other than ETBs, it is important for School Authorities to ensure that the consent of the property owners/Trustees is obtained prior to any decision being made on the use of school property and sports facilities outside of school hours. For ETB schools, the authority may be delegated by the Chief Executive (under Section 16 of the Education and Training Boards Act 2013) so that the decision can rest with the Director of Schools or the School Principal.

3.1 Use of premises during the school day

The use of all school premises during the school day, for purposes other than regular school business must always have the prior approval of the Minister.

Where such a request is made by a school, the Patron should submit the request in writing or by e-mail to the Department's School Property Management Section.

The School Property Management Section can be contacted at the following address:

School Property Management Section
Planning and Building Unit
Department of Education
Portlaoise Road
Tullamore
Co Offaly

R35 Y2N5

schoolproperty@education.gov.ie

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.

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

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 in accordance with the lease.

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

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.

3.4 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.

3.5 Education and Training Boards

In the case of ETB schools the owner of the property is the body responsible for determining the use of school buildings outside of school hours, and is required to do so in line with the provisions for reserve and executive functions of the ETB as set out in the Education and Training Boards Act 2013. A guidance document governing the use of the school for community purposes shall be prepared by the ETB (executive), in consultation with the relevant board of management. This document should cover the issue of all costs (direct/indirect) and insurance requirements. Any rental income generated will be ring-fenced by the ETB for use by the school.

3.6 Leased Property

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

4. Conflict of Interest

4.1 Entering contracts/agreements with BoM members

If a serving board member (or his /her business or company) wishes to engage in a commercial agreement/business contract with the school the board member concerned must:

(a) immediately declare that interest/intention to the board and,

(b) preclude himself or herself from any involvement whatsoever in any discussion, deliberation or decision in the matter and,

(c) cease to be a member of the board where that member enters into a commercial agreement/business contract with the school.

4.2 Entering contracts/agreements with ETB Board Members

The following procedures are to be followed where a member of an ETB Board (or their business or company) enters into a commercial agreement/business contract with an ETB.

The Education and Training Boards Act specifies that a board member who has a potential conflict of interest in any matter being discussed at a board meeting must:

(a) disclose to the board at the meeting the fact of that interest and its nature,

(b) not influence (or seek to influence) a decision to be made in relation to the matter,

(c) absent themselves from the meeting or that part of the meeting during which the matter is being discussed,

(d) take no part in any deliberation of the board relating to the matter, and

(e) not vote on a decision relating to the matter.

The Board should have procedures to identify, monitor and manage actual, perceived and potential conflicts of interest of Board members and Executive Management.

Agendas for Board and Committee meetings should remind members to consider, having regard to the agenda, whether any item for discussion causes them a conflict. At the beginning of each meeting, members attending should sign a declaration to confirm that they do not have a conflict of interest regarding any item on the agenda.

5. Legal arrangements

A critical prerequisite of making school facilities available is to ensure that any legal arrangements put in place are appropriate. The following should be taken into consideration:

- 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.
- Legal advice should be sought prior to entering any agreement.
- All licence agreements entered into should have appropriate break / termination clauses, which are recommended not to exceed an 11-month term, though ideally for the duration of the school year at most. In such a case, the School Authority/ETB is the licensor, and the user of the building/premises would be the licensee.
- If a short-term lease is entered into then this too should have appropriate termination/break clauses and the Tenant (user of building/premises), having received independent legal advice, should sign a Deed renouncing any rights to a new Tenancy (‘Deed of Renunciation’).
- With regard to the BoM'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.

Further information in relation to legal agreements can be found in the following appendices:

- 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.

- Appendix 2 is a checklist where school property/facilities are being used for early learning and care and school age childcare.
- Appendix 3 is a checklist where school property/facilities are being used by sporting and other organisations.
- Appendix 4 contains a table which may assist in relation to appropriate signatories to legal agreements.
- Appendix 5 includes further information relating to legal agreements and recommends, at a minimum, a list of matters which should be clarified in any legal agreement.

6. General provisions in making school facilities available

6.1 Insurance Arrangements

As a general rule, any outside group will require its own insurance. Proof of insurance must be provided by the group for examination when requested.

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.

6.2 Health and Safety

The occupier 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 occupier is responsible for ensuring the premises are provided in safe condition. The occupier 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.

6.3 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.

6.4 Grant aided partnership arrangements

In some cases, a school may enter into partnership arrangements with a local sports club or organisation to avail itself 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.

The School Property Management Section can be contacted at the following address;

School Property Management Section
Planning and Building Unit
Department of Education
Portlaoise Road
Tullamore
Co Offaly

R35 Y2N5

schoolproperty@education.gov.ie

6.5 Statutory Requirements

It is 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 and Building and Planning Regulations are complied with.

7. Issues to be considered in making school facilities available

There are different types of use of school buildings including local associations/community use, sports clubs, school age childcare *etc.*, 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.
Where a school is considering making its facilities available it may be useful for the licensor to consider the following:

- Given that the priority use of school property is for educational provision, what are the implications of the proposed use of the school on education provision and what arrangements need to be made to minimise the impact on the school's day to day requirements?

- Managing local expectations of continuation of service;
- Restoration of premises to the condition found to ensure uninterrupted priority use for education purposes;
- Legal, Governance and Insurance provisions: What arrangements does the school need to put in place to protect the ETB, BoM, Patron, Trustees and property owners?
- Have the applicants (proposed licensee) confirmed that the premises are suitable for the delivery of the service or activity?
- 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;
- 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;
- Consideration of whether it is appropriate for the school website to be used.
- Schools may wish to provide a list/schedule of all activities taking place on school property without endorsing same and clarifying that any issues arising should be taken up directly with the service provider rather than with the school;
- 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 behavior, 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.

8. Early Learning and Care and School Age Childcare

In some localities, Early Learning and Care and School Age Childcare providers (private and not-for-profit/community based) have 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. The use of a premises by a commercial entity for Early Learning and Care and School Age Childcare may provide a revenue stream to the school, and a more affordable service for parents. In other schools, lower cost social economy models for the supply of Early Learning and Care and School Age Childcare 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. Supporting the provision of after-school childcare is very important and is strongly encouraged.

In an ETB school where the school may identify such arrangements to be beneficial, the school must engage with the ETB which will guide the process as outlined below.

While there are many advantages to co-location of Early Learning and Care and School Age Childcare on a 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 which are 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 is 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.**

8.1 Transparency in making facilities available

Subject to the approvals required and legal arrangements as set out in Section 3 hereof, where a school is considering making rooms available for Early Learning and Care and School Age Childcare, 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.

8.2 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 6 which can be amended depending on requirements.

8.3 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 Early Learning and Care or School Age Childcare service is procured by means of a service contract (*i.e.* where 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.

8.4 Governance matters

It is important for school authorities to be aware that there may be governance and liability issues associated with the provision of Early Learning and Care and School Age Childcare services on school premises. Although it is possible for an ETB/BoM 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 BoM members in terms of the indemnity which applies to board members under Section 14(7) of the Education Act 1998 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 Early Learning and Care 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.

8.5 Additional provisions

In addition to the provisions set out elsewhere in these procedures, the following will apply to all schools where it is proposed to use the school premises for purposes of Early Learning and Care and School Age Childcare during the school day:

- School authorities considering facilitating such services on school property should ensure that any service provider can confirm compliance with all relevant child protection/childcare legislation, 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 School Property Management Unit at the earliest opportunity.
- The onus is on the relevant school authority 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.
- Department of Education Grant Funding cannot be used on the room(s) or pre-fab being rented/used by the Early Learning Care or School Age Care provider.
- 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 Early Learning Care and School Age Care provider 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 ETB, BoM, 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 with the current arrangements or if tenancy rights have accrued.
- In the case of State property other than that owned by an ETB, 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 School Property Management Section.

The School Property Management Section can be contacted at the following address;

School Property Management Section
Planning and Building Unit
Department of Education
Portlaoise Road
Tullamore
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R35 Y2N5

schoolproperty@education.gov.ie

9. Appendices

APPENDIX 1

SAMPLE CONDITIONS GOVERNING THE USE OF SCHOOL FACILITIES BY COMMUNITY ORGANISATIONS AND OTHER OUTSIDE BODIES (to be modified as appropriate by the school authority)

1. No loss should accrue to the ETB/BoM/Patron/Property Owners/Trustees and/or the Department of Education 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 BoM/ETB as appropriate.
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 school 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 ETB/BoM/Property Owners/Trustees reserves the right to recoup any costs incurred.
9. The group is required to comply with the school's Safety Statement and Fire Evacuation Procedure and to confirm that it will 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 BoM 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/BoM.
14. Comprehensive insurance cover must be affected by the organisation and must indemnify the ETB/BoM, the Patron and the Minister for Education /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.

The organisation/body is responsible for ensuring that all members using school facilities are aware of these conditions.

APPENDIX 2

Checklist for Early Learning and Care and School Age Childcare services using school buildings including during the school day. These checks are in addition to the checks in Appendix 1:

- Should the school require the space for school purposes the legal agreement should be able to be terminated
- The Early Learning and Care and School Age Care service should not affect the school's long term expansion and capacity
- Childcare legislation and guidelines should be followed at all times
- The use of the school premises *during the school day* must have the prior approval of the Minister and Patron
- The Early Learning and Care and School Age Childcare service should have adequate insurances including employer and public liability insurance
- Any legal agreement should not confer on the Early Learning and Care and School Age Childcare service any legal estate or interest in the school premises
- In the case of State owned property no legal agreement should be entered into in relation to licensing, rental or leasing of school property unless sanctioned by the School Property Management Section

The School Property Management Section can be contacted at the following address;

School Property Management Section
Planning and Building Unit
Department of Education
Portlaoise Road
Tullamore
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R35 Y2N5

schoolproperty@education.gov.ie

For legal agreements/licences relating to Early Learning and Care and School Age Childcare the following should be included:

- Commencement date
- Duration of the agreement (an 11 month term for licences should not be exceeded) and break clauses
- Date of payment
- Items covered: eg: lighting and heating, cleaning and maintenance *etc.*
- Access arrangements
- Garda vetting and Child Protection procedures
- Termination arrangements
- Indemnities
- Insurances
- Maintenance/repair obligations of the user
- Commitment to keep school premises in a clean and tidy condition and to make any necessary repairs
- School Health & Safety procedures to be followed

The organisation using the school premises should comply with relevant legislation and guidelines. The agreement should not confer any legal estate or interest in the school premises, the user should not be permitted exclusive rights, and the user should not be permitted to assign the agreement.

APPENDIX 3

Checklist for sporting bodies using school buildings outside of school hours:

- Appropriate insurances must be in place by the sporting organisation
- Sporting organisation must indemnify the patron/owners/trustees/Minister for Education/Board of Management from any liability arising from the sporting organisation's use of the property.
- School property to be vacated at appropriate times
- Facilities to be kept clean and tidy and to be put back in original state when finished with
- Sporting organisation must comply with school's safety and fire evacuation procedures
- The usage by the sporting organisation should not affect regular school business in any way
- Any legal agreement should not result in a net loss to the school
- Any legal agreement should have appropriate termination clauses and renunciations where relevant

APPENDIX 4

APPROVALS REQUIRED AND APPROPRIATE SIGNATORIES TO LEGAL AGREEMENTS				
Schools	**Step 1:- Initial appraisal of request**	**Step 2:- Consent required for:** **use of School Buildings outside of school hours**	**use of School Buildings during the school day**	**Step 3:- Parties to the Agreement**
Primary and Voluntary Secondary Schools on sites in the ownership of the Minister	BoM should appraise request and if approved seek consent of Patron.	Patron.	Patron & The Minister for Education ("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.
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 (C&C Schools)	BoM should appraise request and seek consent of Patron.	Refer to the C&C Schools Governance Manual.	Refer to the C&C Schools Governance Manual & Minister.	Refer to the Governance Manual for Community and Comprehensive Schools.
ETB owned schools	Principal to consider request having regard to delegation of the Chief Executive and the ETB Policy on use of school buildings outside of school hours.	A matter for the Principal or ETB Director of Schools, having regard to the delegation of the Chief Executive and the ETB Guidance on the use of school buildings.	Refer to relevant Board of Management Handbook for Schools/Colleges under the aegis of ETBs.	The ETB and the licensee.
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 5

Information relating to legal requirements

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 the operation of the school 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 ETB/BoM 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 6

SAMPLE APPLICATION FOR USE OF SCHOOL FACILITIES

1. ORGANISATION DETAILS

Name of
Association/Group:
Address:

Tel no:

Contact name, address and telephone number:

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: -

ETB/Patron and/or Property
Owners/Trustees

May 2024