

Community Use of Schools – Hiring and Licensing

Policy last updated

26 October 2023

Scope

- Schools

Date: February 2020

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Policy

Policy

This policy explains how schools can enter hire and licence agreements to facilitate community use of school facilities.

Hire and licence agreements are generally for short term (up to 5 years), occasional or one-off agreements to hire or licence school premises to third parties. For formal agreements regarding the construction or upgrade of a shared-use facility over a long-term period, refer to the

[Community Use of Schools – Community Joint Use Agreements Policy](http://www2.education.vic.gov.au/pal/community-use-schools-community-joint-use-agreements/policy)

<http://www2.education.vic.gov.au/pal/community-use-schools-community-joint-use-agreements/policy> .

Summary

- Schools are strongly encouraged to share their facilities with their local communities. Hire and licence agreements can facilitate shared-use arrangements that benefit both schools and their local communities.
- School councils can enter:
 - hire agreements – for occasional or one-off community use of school facilities
 - licence agreements – for regular community use of school facilities.
- School councils are advised to use the correct template when entering into hire or licence agreements. Templates for all hire and licensing arrangements can be found on the [Resources tab](http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/resources) <http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/resources> .
- Schools must upload copies of all hire and licence agreements to the department's Asset Information Management System (AIMS) or retain copies and evidence of insurance (where necessary) on site until they have access to AIMS.
- Fees paid by third parties to school councils for the use of school facilities must allow schools to recover additional maintenance and operational costs (for example, for electricity, water, cleaning, insurance, maintenance), and lifecycle costs proportional to each party's use of the facility, but must not be set higher than required for cost recovery.
- Schools are required to review all their hire and licence agreements annually to ensure they continue to follow all departmental policies and processes. This includes ensuring that parties hiring or licencing the facility are using the facility for an approved purpose.

Details

The department encourages schools to partner with local government and community organisations to explore sharing facilities and developing and using school infrastructure to benefit the wider community's educational, recreational, sporting or cultural needs.

Hire and licence agreements facilitate strong partnerships with the community by setting out each party's rights and responsibilities, minimise risk and create certainty for all parties. They also ensure key rights and obligations are clearly outlined and allow school councils and the community

users to discuss and agree on specific clauses such as cleaning of facilities, cost of utilities and insurance requirements.

Hire and licence agreements must comply with the department's legal requirements and clearly outline each party's responsibilities to protect the school council against liability. School councils have the power to enter into agreements with third parties for the use of school facilities when they are not required for ordinary school purposes.

Before signing any agreement with a third party for the use of school facilities, schools are encouraged to consult with all key parties to the agreement and the department's Legal Division, particularly regarding any long-term agreement such as a licence that may impact the school community or neighbourhood.

Proposed use

School facilities subject to hire and licence agreements must only be for the purpose of educational, recreational, sporting, or cultural activities for students, the local community or young persons. Any other purpose requires the Minister's approval.

Hire agreements

Hire agreements are suitable for occasional or one-off community use of school facilities. Examples include a local youth group hiring a school hall for an awards night, or a theatre group wanting to stage a play over 4 nights.

School councils must use the [School council hire agreement template \(DOCX\)](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet/templates/School%20Council%20Agreement%20-%20Hire.docx?Web=1) <[https://edugate.eduweb.vic.gov.au/Services/legal/Intranet templates/School Council Agreement - Hire.docx?Web=1](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet/templates/School Council Agreement - Hire.docx?Web=1)> (staff login required) when entering into a hire agreement. Refer to [Completing a school council hire agreement template](http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/guidance/completing-hire-template) <<http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/guidance/completing-hire-template>> for advice on how to complete the template.

Licence agreements

Licence agreements should be used for regular, ongoing (but not more than 5 years) community use of school facilities by third parties. Examples include a local drama group using a school performing arts centre every Wednesday evening for a year, or a local football club hiring the school oval for a season.

School councils seeking to enter into licence agreements to place advertising on school sites should refer to the [Advertising Policy](http://www2.education.vic.gov.au/pal/advertising/policy) <<http://www2.education.vic.gov.au/pal/advertising/policy>> .

School Councils must use the [School council licence agreement template \(DOCX\)](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet/templates/School%20Council%20Licence%20-%20Template.docx?Web=1) <https://edugate.eduweb.vic.gov.au/Services/legal/Intranet/templates/School Council Licence - Template.docx?Web=1> (staff login required) when entering into a licence agreement. Refer to [Completing a school council licence agreement template](http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/guidance/completing-licence-template) <http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/guidance/completing-licence-template> for advice on how to complete the template.

Community joint use agreements

Community joint use agreements are more detailed, long-term agreements used for constructing or upgrading jointly used community facilities such as stadiums, sporting grounds and theatres. The initial term of such an agreement would usually be 20 to 30 years. For more information about community joint use agreements, refer the [Community Use of Schools – Community Joint Use Agreements Policy](http://www2.education.vic.gov.au/pal/community-use-schools-community-joint-use-agreements/policy) <http://www2.education.vic.gov.au/pal/community-use-schools-community-joint-use-agreements/policy> .

Insurance

As a general rule, the department requires third parties using school premises to supply proof that they are adequately covered by insurance. This is provided by way of a Certificate of Currency (also known as a Confirmation of Cover) which is a summary of the cover provided by an insurance agency.

Most third parties need to provide a Certificate of Currency that demonstrates that they have public liability insurance for a minimum of \$10 million in place throughout the period of the hire agreement or licence. Not-for-profit community groups and private individuals seeking to hire or licence school facilities for low-risk activities are not required to provide a Certificate of Currency. However, these entities must be informed that the school's own public liability insurance does not extend to cover them when they hire out school facilities and they are still encouraged by the department to obtain their own public liability insurance where deemed appropriate.

The requirement to provide a Certificate of Currency remains for all commercial entities and for all community groups who are:

- engaging in high-risk activities
- required to have insurance by their association (for example, incorporated sporting clubs)
- required to have insurance for regulatory purposes (for example, state law requiring certain business to have insurance).

For further information on insurance requirements for third parties please refer to the [Insurance for Schools Policy](http://www2.education.vic.gov.au/pal/insurance/policy) <<http://www2.education.vic.gov.au/pal/insurance/policy>> or contact the department's Legal Division for advice and assistance.

Fees

Licence fees paid to school councils by community users must:

- allow schools to recover additional maintenance and operational costs (cleaning and utilities), and lifecycle costs proportional to each party's use of the facility
- not be set higher than required for cost recovery.

Leasing

A lease is another type of agreement involving use of school facilities. Leases differ from other types of shared use arrangements in that the third party is not a hirer or licensee, but a tenant with exclusive possession to the leased area.

School councils are not permitted to enter into or sign leases. The Minister for Education or authorised delegate enters into a lease on behalf of the school council. For example, ministerial approval is required to grant a leasehold to construct a childcare facility on a school site. School property may be leased to a third party where schools have over-entitled space that is not required for ordinary school purposes or the school may seek to lease additional property from a third party to operate an alternative education setting.

This restriction on leasing does not apply to the leasing of school equipment.

Schools considering a new leasing arrangement should contact their regional office and the Victorian School Building Authority's Property Unit – refer to the contacts section of this page.

Schools as polling places

The Victorian Electoral Commission and the Australian Electoral Commission may use schools as polling places during state and federal elections. For more information, refer to the department's [Elections – Schools as Voting Centres and Polling Places Policy](http://www2.education.vic.gov.au/pal/polling-places/policy) <<http://www2.education.vic.gov.au/pal/polling-places/policy>> .

Compliance and monitoring

The [Buildings and Grounds Maintenance and Compliance Policy](http://www2.education.vic.gov.au/pal/buildings-grounds-) <<http://www2.education.vic.gov.au/pal/buildings-grounds->

maintenance/policy> sets out the department's compliance and monitoring process that applies to all key asset management activities, including hiring and licensing of school facilities. This section of the policy sets out the compliance and monitoring requirements that apply to hiring and licensing, in line with the 3 principal steps of the Buildings and Grounds Maintenance and Compliance Policy: Identify, Manage and Monitor.

Identify

The first step to ensure you are meeting your school's compliance obligations when hiring or licensing school facilities is to understand which type of agreement you are seeking to put in place and the requirements specific to that type of agreement.

Schools with access to the Asset Information Management System (AIMS) must upload all hire and licence agreements into the school documents folder on AIMS.

Schools that have not yet been provided access to AIMS will continue to retain hire and licence agreements and evidence of insurance (where necessary) on site until they have access to AIMS.

Manage

Schools are required to review all their hire and licence agreements annually to ensure they meet the following criteria:

- that departmental policies and processes have been followed including ensuring that the party seeking to hire or licence the facility will be using the facility for an approved purpose
- that the correct template is used when entering into an agreement
- that the party seeking agreement ensures the third party holds the required level of public liability insurance.

Monitor

The department monitors compliance with mandatory requirements (using AIMS where possible) and responds to non-compliance at a school and system level through direct intervention or revision of policies and procedures.

The department will monitor compliance with the mandatory requirements for community use of school facilities using information, including community use agreements, uploaded to AIMS.

The department also monitors compliance with this policy through the Integrity and Assurance Division (Annual Financial Audit).

Support for schools

A suite of standard hire and licence agreement templates are available on the [Resources tab](http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/resources) <http://www2.education.vic.gov.au/pal/community-use-schools-hiring-and-licensing/resources> .

AIMS will assist schools to manage their assets and related compliance obligations within a single portal. Schools not yet provided access to AIMS must continue to maintain manual records that reflect the completion of compliance obligations.

As schools gradually transition to using AIMS they will be provided with a transition date, staff training and support. Refer to the [AIMS Advice](http://www2.education.vic.gov.au/pal/asset-information-management-system/advice) <http://www2.education.vic.gov.au/pal/asset-information-management-system/advice> for further information.

Related policies

- [Advertising](http://www2.education.vic.gov.au/pal/advertising/policy) <http://www2.education.vic.gov.au/pal/advertising/policy>
- [Community Use of Schools – Community Joint Use Agreements](http://www2.education.vic.gov.au/pal/community-use-schools-community-joint-use-agreements/policy) <http://www2.education.vic.gov.au/pal/community-use-schools-community-joint-use-agreements/policy>
- [Competition Grade Sporting Facilities](http://www2.education.vic.gov.au/pal/competition-grade-sporting-facilities/advice) <http://www2.education.vic.gov.au/pal/competition-grade-sporting-facilities/advice>
- [Elections – Schools as Voting Centres and Polling Places](http://www2.education.vic.gov.au/pal/polling-places/policy) <http://www2.education.vic.gov.au/pal/polling-places/policy>
- [Insurance for Schools](http://www2.education.vic.gov.au/pal/insurance/policy) <http://www2.education.vic.gov.au/pal/insurance/policy>

Relevant legislation

[Education and Training Reform Act 2006 \(Vic\)](https://www.legislation.vic.gov.au/in-force/acts/education-and-training-reform-act-2006) 

<https://www.legislation.vic.gov.au/in-force/acts/education-and-training-reform-act-2006>

Guidance

Guidance

This guidance contains the following chapters:

- Completing a school council hire agreement template
 - Completing a school council licence agreement template
 - Opportunities for schools and the community
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Completing a school council hire agreement template

Completing a school council hire agreement template

Key points

The [School council hire agreement template \(DOCX\)](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Agreement%20-%20Hire.docx?Web=1) 

<[https://edugate.eduweb.vic.gov.au/Services/legal/Intranet templates/School Council Agreement - Hire.docx?Web=1](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Agreement%20-%20Hire.docx?Web=1)> (staff login required) comprises 4 parts:

- Agreed Terms: this section of the hire agreement should not be altered unless legal advice has been obtained.
- Schedule 1: this section must be completed to reflect the conditions upon which the school council has agreed to hire out school premises to a third party. Instructions for completion of this section are set out in this document.
- Execution Page: this section will need to be amended to include details of the hirer. Instructions for completion of this section are set out in this document.
- Annexure A: this section includes a plan identifying the area to be hired.

Identifying the area to be hired

Item 3 of Schedule 1 requires the school council to insert a specific description of the area to be hired. If the area has a name or room number, it should be inserted. An accurate plan of the area (particularly if there is no unique way of identifying the area using words (for example, part of a school oval) should also be included in Annexure A. The area to be hired should be identified by being shown shaded or outlined in colour on the plan.

Hire fee

The amount of the hire fee and how it is paid should be clearly stated in Item 5 of Schedule 1. For example:

- \$110 per day (GST exclusive) or
- \$22 per hour (GST exclusive).

The hire fee is payable by the hirer within 14 days of receipt of the school council's invoice (see clause 3). It is recommended that this invoice be provided to the hirer as soon as possible (for example, when providing the hirer with a copy of the hire agreement for signing).

Security deposit

Payment of a security deposit will help protect the school council against costs incurred in circumstances where the hirer breaches the hire agreement (for example, the hirer damages the school or doesn't pay the hire fee). If this occurs the school council will generally be entitled to deduct the cost of repairs or non-payment from the security deposit. The amount of the security deposit should be inserted in Item 6 of Schedule 1.

Permitted use

Specific details of the hirer's permitted use of the area should be clearly inserted in Item 7 of Schedule 1. Please be aware that some uses may require that the hirer obtain specific permits (for example, local government/council permits) or licences (for example, temporary liquor licence). While it is the responsibility of the hirer to obtain these permits and licences (see clause 8(b)), it is recommended that the school council seek written confirmation from the hirer that all necessary permits/licences have been obtained.

Special conditions

Special conditions may be relevant if there are specific matters which the school council has agreed with the hirer that aren't otherwise covered by the general terms and conditions of the hire agreement. As any special conditions inserted into Item 11 of Schedule 1 will override the general terms and conditions of the hire agreement (to the extent of any inconsistency), legal advice in relation to the drafting of special conditions is strongly recommended.

Working with Children Check

Clause 17 of the hire agreement requires that, if required by the school council, the hirer comply with certain working with children and police check requirements. The school council should carefully consider the nature of the use, the time of use and its duty of care issues when considering what type of requirements the hirer should be required to comply with.

All hirers and/or their employees/volunteers/agents that engage in 'child related work' as defined in the Worker Screening Act 2020 (Vic) are legally required to have a valid Working with Children Check (WWCC) (or have their application in progress). It is the responsibility of the school council to confirm that all persons who legally require a WWCC have one.

For information to assist you in determining whether the relevant persons require a WWCC, refer to the [WWCC website](#) 

<<https://www.workingwithchildren.vic.gov.au/home>> . If in doubt, contact the Legal Division.

Once the school council has determined what persons, if any, require a WWCC, the school council must obtain satisfactory evidence of a valid WWCC. This would involve:

- obtaining copies of the relevant person's WWCC card or assessment notice (the card would be preferable where possible as it contains the card-holder's photo) and keeping such copies on file with the hire agreement
- using the online checking system to confirm the status of the person's WWCC. This is done by entering the person's card number and surname on the WWCC website at Check Status, confirming the status, and file noting the date the status check was undertaken (a short note on the copy of the card/notice is sufficient).

If a person has applied for a WWCC and their application is currently being progressed, the person is legally permitted to commence child related work (so long as they have not previously been denied a WWCC). In these circumstances, the school council would require a copy of the person's application receipt, keep it on file, confirm the status online (as above) as 'in progress', and make a file note of the date the status check was undertaken.

If the school council requires that the hirer obtain police checks or comply with other requirements (such as relevant department policies), these will need to be communicated to the hirer in writing. A copy of this letter should be kept with the original hire agreement.

Signing the agreement

Once the hire agreement is completed, the hirer should sign two copies and then return both of them to the school council for signing. See step 13 in the [School council hire agreements – template completion checklist \(PDF\)](https://content.sdp.education.vic.gov.au/media/school-council-hire-agreements-guide-to-completion-checklist-2430)  <https://content.sdp.education.vic.gov.au/media/school-council-hire-agreements-guide-to-completion-checklist-2430> for further details on how to complete the execution page.

One copy of the hire agreement which has been signed by both the hirer and the school council should be provided to the hirer. The other fully signed copy should be kept in a safe place by the school council.

Completing a school council licence agreement template

Completing a school council licence agreement template

Key points

The [School council licence agreement template \(DOCX\)](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Licence%20-%20Template.docx?Web=1) 

<[https://edugate.eduweb.vic.gov.au/Services/legal/Intranet templates/School Council Licence - Template.docx?Web=1](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Licence%20-%20Template.docx?Web=1)> (staff login required) comprises 4 parts:

- Agreed terms: this section of the licence should not be altered unless legal advice has been obtained.
- Schedule 1: this section must be completed to reflect the conditions upon which the school council has agreed to licence an area of the school to a third party. Instructions for completion of this section are set out in this document.
- Execution page: this section will need to be amended to include details of the licensee. Instructions for completion of this section are set out in this document.
- Annexure A: a plan identifying the area to be licensed should be included.

Identifying the area to be licensed

Item 3 of Schedule 1 requires that the school council insert a description of the area of the school to be licenced to the third party. Please be as specific as possible.

If the area has a name or room number, it should be inserted. An accurate plan of the area (particularly if there is no unique way of identifying the area using words (for example, part of a school oval) should also be included in Annexure A. The area to be licensed should be identified by being shown shaded or outlined in colour on the plan.

Licence fee

The amount of the licence fee and how it is paid should be clearly stated in Item 7 of Schedule 1. For example:

- \$100 per month (GST exclusive) payable monthly in advance or
- \$1,000 per year (GST exclusive) payable yearly in advance.

If you want to increase the licence fee payable during the term of the licence, you will need to ensure that this is reflected in this Item. For example, if you want to increase the licence fee (originally \$100 per year) for a 3-year licence term starting on 1 January 2023 by 5% annually, it would be described as:

- For the period 1 January 2023 to 31 December 2023, \$100 per year (GST exclusive) payable yearly in advance
- For the period 1 January 2024 to 31 December 2024, \$105 per year (GST exclusive) payable yearly in advance
- For the period 1 January 2025 to 31 December 2025, \$110.25 per year (GST exclusive) payable yearly in advance

Security deposit

Payment of a security deposit (Item 14) will help protect the school council against costs incurred in circumstances where the licensee breaches the licence (for example, the licensee damages the school or doesn't pay the licence fee). If this occurs the school council will generally be entitled to deduct the cost of repairs or non-payment from the security deposit.

Permitted use

Specific details of the licensee's permitted use of the area should be clearly inserted in Item 11 of Schedule 1. Be aware that some uses may require that the licensee obtain specific permits (for example, local government/council permits) or licences (for example, temporary liquor licence). Whilst it is the responsibility of the licensee to obtain these permits and licences, it is recommended that the school council seek written confirmation from the licensee that all necessary permits/licences have been obtained.

Rates and taxes

Generally, the use of school land for educational purposes will be exempt from the payment of rates and taxes. However, for use by third parties, particularly those which are of a more commercial nature, a school council may become liable to pay rates and taxes which can be assessed and applicable to the licensed area (typically council rates).

Further information regarding the potential payment of these costs can be obtained from your local council. The template licence requires that, if such rates and taxes are applicable, the licensee will be responsible for the costs applicable to the licensed area (see clause 4(a)).

Outgoings

Item 8 of Schedule 1 provides an opportunity for school councils to pass on the costs of outgoings (gas, electricity, water, phone and so on) to the licensee. If a school council wishes to pass on these costs to the licensee, it will need to ensure that these costs can be adequately proportioned (for example by area) or billed separately to the licensee.

Special conditions

Special conditions may be relevant if there are specific matters which the school council has agreed with the licensee that aren't otherwise covered by the general terms and conditions of the licence. As any special conditions inserted into Item 15 of Schedule 1 will override the general terms and conditions of the licence (to the extent of any inconsistency), legal advice in relation to the drafting of special conditions is strongly recommended.

Working with Children Check

Clause 13 of the licence requires that if required by the school council, the licensee comply with certain working with children and police check requirements. The school council should carefully consider the nature of the use, the time of use and its duty of care issues when considering what type of requirements the licensee should be required to comply with.

All licensees and/or their employees/volunteers/agents that engage in 'child related work' as defined in the Worker Screening Act 2020 (Vic) are legally required to have a valid Working with Children Check (WWCC) (or have their application in progress). It is the responsibility of the school council to confirm that all persons who legally require a WWCC have one.


For information to assist you in determining whether the relevant persons require a WWCC, please refer to the [WWCC website](https://www.workingwithchildren.vic.gov.au/home)  [<https://www.workingwithchildren.vic.gov.au/home>](https://www.workingwithchildren.vic.gov.au/home) . If in doubt, contact the Legal Division.

Once the school council has determined what persons, if any, require a WWCC, the school council must obtain satisfactory evidence of a valid WWCC. This would involve:

- obtaining copies of the relevant person's WWCC card or assessment notice (the card would be preferable where possible as it contains the card-holder's photo) and keeping such copies on file with the licence
- using the online checking system to confirm the status of the person's WWCC. This is done by entering the person's card number and surname on the WWCC website at Check Status, confirming the status, and file noting the date the status check was undertaken (a short note on the copy of the card/notice is sufficient).

If a person has applied for a WWCC and their application is currently being progressed, the person is legally permitted to commence child related work (so long as they have not previously been denied a WWCC). In these circumstances, the school council would require a copy of the person's application receipt, keep it on file, confirm the status online (as above) as 'in progress', and make a file note of the date the status check was undertaken. If the school council requires that the licensee obtain police checks or comply with other requirements (such as relevant department policies), these will need to be communicated to the licensee in writing. A copy of this letter should be kept with the original licence.

Signing the agreement

Once the licence is completed, the licensee should sign 2 copies of the licence and then return both copies to the school council for signing. See step 17 in the [School council licence agreements – template completion checklist \(PDF\)](https://content.sdp.education.vic.gov.au/media/school-council-licence-agreements-guide-to-completion-checklist-2433)  <https://content.sdp.education.vic.gov.au/media/school-council-licence-agreements-guide-to-completion-checklist-2433> for further details on how to complete the execution page.

One copy of the licence which has been signed by both the licensee and the school council should be provided to the licensee. The other fully signed copy should be kept in a safe place by the school council.

Opportunities for schools and the community

Opportunities for schools and the community

Integrated school and community facilities play an important role in bringing together communities. They allow for increased access to local services and participation opportunities, and foster a sense of community pride and value in schools.

Co-located and shared facilities build a sense of collective purpose between schools and communities. They facilitate diverse and positive learning experiences, increase family involvement in children's school, and improve the attendance and achievement of students. They build a sense of community from a broad range of users and foster improved connectivity with schools.

There are many opportunities for schools and community partners to work together and share the use of school facilities, which can lead to significant benefits as a result of partnerships based around shared facilities. Examples of these include:

- using school premises for community meeting spaces, creating stronger social networks between schools and communities
- opening school facilities up for use as community recreation facilities, improving availability of sports, arts and other facilities in local communities
- creating spaces to support school-aged holiday, before- and after-school programs, which can improve school security and reduce vandalism as a result of the increased use of school premises out of school hours
- providing information technology centres for community use, allowing better access for communities to state-of-the-art facilities
- sharing libraries or resource centres, performing arts spaces, or sports facilities, which can offer financial savings as a result of sharing the operating and maintenance costs of large facilities
- co-locating preschool centres on school grounds, promoting greater community involvement in school activities and children's learning.


Schools can pursue these opportunities with a number of community partners, including:

- local councils
- community organisations
- sport and recreation providers
- other education and training providers

- not-for-profit organisations.

Third party markets

A school council may wish to hire out school facilities to enable community users to run a stall at a market, fete or fundraising event outside of school hours.

Schools should not sign any agreement prepared by a market operator or stallholder. Instead, schools should use the [Template licence agreement](https://edugate.eduweb.vic.gov.au/sites/intranet/Services/Legal-Services/Purchasing-Contracts-and-Licencing/Licencing-School-Facilities/Pages/Stall-holder-agreements.aspx)  `<https://edugate.eduweb.vic.gov.au/sites/intranet/Services/Legal-Services/Purchasing-Contracts-and-Licencing/Licencing-School-Facilities/Pages/Stall-holder-agreements.aspx>` provided by the department's Legal Division. Any questions relating to this agreement should be directed to the Legal Division.

Community gardens

In some cases, schools may wish to grant a short-term licence of unused school land to community groups for use as community gardens.

Schools that are approached by a community group for this purpose should contact the department's Legal Division for advice in the first instance.

Resources

Resources

Hire agreements

- [School council hire agreement template \(DOCX\)](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Agreement%20-%20Hire.docx?Web=1) 
<https://edugate.eduweb.vic.gov.au/Services/legal/Intranet templates/School Council Agreement - Hire.docx?Web=1> (staff login required)
- [School council hire agreements – template completion checklist \(PDF\)](https://content.sdp.education.vic.gov.au/media/school-council-hire-agreements-guide-to-completion-checklist-2430) 
<https://content.sdp.education.vic.gov.au/media/school-council-hire-agreements-guide-to-completion-checklist-2430>

Licence agreements

- [School council licence agreement template \(DOCX\)](https://edugate.eduweb.vic.gov.au/Services/legal/Intranet%20templates/School%20Council%20Licence%20-%20Template.docx?Web=1) 
<https://edugate.eduweb.vic.gov.au/Services/legal/Intranet templates/School Council Licence - Template.docx?Web=1> (staff login required)
 - [School council licence agreements – template completion checklist \(PDF\)](https://content.sdp.education.vic.gov.au/media/school-council-licence-agreements-guide-to-completion-checklist-2433) 
<https://content.sdp.education.vic.gov.au/media/school-council-licence-agreements-guide-to-completion-checklist-2433>
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