

Requirements in connection with the use of school property and school sports facilities outside of school hours

Request for consent

- Any request for the use of school property/school sports facilities should in the first instance be appraised by the BOM. If approved, this should be recorded in the Minutes of the Board meeting. **(Issues to be considered by the BOM are set out in Appendix 1)**
- The consent of the Patron should be obtained. The Parish Priest/Moderator of the parish where the school is located should be notified and confirmation obtained that the parish has no objection to what is proposed. **(N/A for schools in the Archdiocese of Cashel & Emly)**
- The consent of the Trustee / Property Owner must be obtained and there must be compliance with any requirements issued by said Trustee.

Post issuing of consent

- A Licence Agreement (not a Lease) will be entered into between the Trustee / Property Owner, the BOM, and the Operator. (Licence will be provided by this SSEO).
- The Licence will not grant any legal estate or interest in the school property to the Operator nor will any such agreement confer exclusive rights to the Operator.
- The Operator will not be permitted to assign the benefit of the agreement to any other party.

Terms and Conditions in the Licence Agreement

(Note: these are not exhaustive and the full terms and conditions will be set out in the Licence Agreement. The terms and conditions of the Licence Agreement may be adapted to take account of the particular circumstances of each arrangement if required.)

- An agreed deposit payment will be required as a token of the responsibility of the Operator.
- An agreed Licence Fee is to be paid by the Operator to the BOM.
- Provision should be made for the Operator to make a contribution towards the lighting, heating, cleaning and insurance costs incurred by the school.
- The term of the Licence Agreement shall be for a term not exceeding 10 months with all agreements ending on June 30th of any given year. A further agreement can be entered into, if additional provision is required (e.g. for a summer camp.)
- The Operator and any persons or groups using the school facilities under the agreement with the Operator must abide by all signs on display, adhere to all school rules, health and safety requirements and all relevant school policies, procedures and other measures which are in place to safeguard the safety and welfare of the school's pupils.
- The Operator must have its own health and safety plan in connection with the use of the school facilities and this must be compatible with the school's health and safety plan. (The school should furnish the Operator with its own health and safety plan

and the Operator must not do anything which would constitute a breach of that plan.)

- Any requests made by the BOM, the Principal or any person acting on behalf of the Principal are to be complied with promptly and in full.
- The proposed arrangement must not be contrary to the ethos of the school.
- All school property is to be vacated at the agreed times.
- No structural changes / works can take place without the explicit prior consent from the Trustees/Property Owner, the BOM and St Senan's Education Office
- The school premises and all school property must be kept in a clean and tidy condition and the Operator will make good any damage that may be caused during the Operator's use of the school premises and/or property. Any damage to the school premises or school property must be reported promptly and in writing to the school Principal and in the absence of the school Principal to the deputy Principal.
- The Operator must put in place comprehensive insurance cover to include, inter alia, Public Liability, Employers Liability and Contents cover so as to indemnify fully the Patron, the BOM and the Trustee / Property Owner against any claim, proceedings, loss or damage arising out of the user of the school property and/or sports facilities.
- The Operator must notify the Principal, and the Trustee / Property Owner of 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 plan, immediately or as soon as practically possible.
- The Operator must have their own Child Protection procedures in place which includes, but is not limited to, the Child Safeguarding Statement.
- The Operator and all employees, volunteers and any other person dealing with children or vulnerable adults must be garda vetted, comply with all relevant Child Protection regulations and requirements.
- The Operator must not do any act or thing that might damage the good name and reputation of the school.
- All employees of the Operator are the responsibility of the employee and the Operator will be responsible for all payments that may be due to an employee, including, where the circumstances arise, redundancy payments. The Patron, the BOM and the Trustee / Property Owner will have no liability or responsibility in this regard.
- Provision shall be contained in the Licence Agreement that the Operator or a person nominated on behalf of the Operator shall attend any meetings that may be requested by the school Principal and/or the BOM to discuss any issues arising from the arrangement and the operation of same. The Operator will receive one weeks prior notice of such meetings save in cases of an emergency or where the circumstances are such that a shorter notice period is necessary.
- The Licence Agreement may be terminated by any of the parties to the agreement by giving one months notice in writing to the other parties. Legal advice should be sought in this instance.
- On the termination/expiration of the Licence Agreement the Operator shall restore the room/rooms to their original condition and the Operator shall not be entitled to

any payment by way of compensation or otherwise for any improvements carried out to the said room/rooms.

- The use of the of the school property and/or sports facilities will be in accordance with the Procedures on the use of school property and school sports facilities outside of school hours published by the Dept. of Education, June 2024. In the event of any conflict between the Procedures and the terms and conditions of the Licence Agreement then the provisions of the Licence Agreement will apply and take precedence.

Additional Requirements

a. where the school property is used for the provision of before and after school (outside of school hours)

- **The placing of an advertisement** or notice advising of the possibility of the making available of a room or rooms/facilities must be placed in a local newsletter or the school website or the parish newsletter or some other unrestricted media and the advertisement must set out how the Operator will be selected and the essential terms that would have to be abided by the successful applicant and this must include contributions to maintenance and upkeep. (St Senan's have provided a template advert to be used, see **Appendix 3**).
- This process must be fair, open and transparent. The BOM may consider a weighting process which is made available to all candidates.
- An interview/meeting with the Principal and members of the BOM is recommended.
- The Operator must confirm compliance with all relevant child protection/childcare legislation, guidelines and regulations to ensure the health, safety and welfare of each child is protected.
- Where the room/rooms are required for the future accommodation needs of the school the Operator must restore the room/rooms to its original condition on vacating the said room/rooms.
- Any agreement with an Operator must make provision for the payment of a contribution towards the heating, lighting, cleaning, maintenance and insurance costs incurred by the school. This payment is in addition to the payment of a Licence Fee.

b. Where the school property is used for Early Learning and Care during the school day (in addition to the requirements listed at "a" above, the following requirements will also apply)

- The consent of the Minister for Education is required in addition to the consent of the Patron and the Trustee / Property Owner. This consent must be applied for by the Patron via this office.
- The provision of Early Learning and Care services should not affect the school's long term expansion and capacity.
- Any legal agreement must not confer on the Operator any legal Estate or Interest in the school premises nor will it grant any right of exclusivity to the Operator.

c. Where the school sports facilities are being used outside of school hours

- The school has exclusive use of its sports facilities during school hours.
- The school has priority when it comes to the use of its sports facilities.
- A full indemnity must be provided by the club or organisation using the sports facilities and this indemnity must extend to include the Patron, the BOM and the Trustee / Property Owner.
- All insurances are to be checked and must be in order prior to the use of the sports facilities.
- The sports facilities must be kept clean and tidy and put back in its original state when finished with.
- The club or organisation must comply with the school's health and safety plan.

Note:

- ❖ The BOM and the Patron must review the operation of the Licence Agreement on a regular basis and in any event prior to the end of the school year. There is an onus on the BOM and the Patron to ensure that there is sufficient space to allow the school to provide accommodation if needed to cater for school enrolments.
- ❖ In the event the Licence Agreement is to be renewed, a new Licence Agreement may be entered into with effect from the start of the new school year and in accordance with the Procedures on the use of school property and school sports facilities outside of school hours published by the Dept. of Education, June 2024.
- ❖ The Operator will be required to obtain independent legal advice prior to the signing of the Licence Agreement.
- ❖ Where the Operator wishes to use the school premises during the summer holiday period, this must be approved by the BOM, the consent of the Patron and the Trustee / Property Owner must be obtained and a new Licence Agreement will be required. This Agreement will not be an extension of the existing Agreement but will be a stand-alone agreement to cover use during the summer holiday period.
- ❖ Allianz should be notified prior to entering into any Licence Agreement and they should be asked to review the arrangement and any requirements issued by Allianz must be complied with. On the finalisation of the Licence Agreement a full copy of the signed agreement should be sent to Allianz and they should be asked to note the arrangement on the school's policy of insurance.
- ❖ Provision should be made for the payment of legal costs and outlay.
- ❖ Where there are existing arrangements in place same should be reviewed and legal advice sought with regard to any obligation to continue with the existing arrangement or if any rights have accrued.
- ❖ In schools where the title is held under a Lease from the Minister for Education, and notwithstanding that the Bishop is Patron and the Trustee / Property Owner is the Lessee, the provisions of the Lease must be complied with and the consent of the Minister may be required prior to entering into any Licence Agreement or making available for use any part of the school premises.



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Sports Capital Programme/ Community Sports Facilities Fund Applications

Where a school is considering making an application for a grant under the Sports Capital Programme, it is now a requirement that a request for approval be submitted to the Department of Education. This should be done in advance of the deadline day and sufficient time should be allowed to enable the Department to appraise the proposed project in the context of projected enrolment, accommodation requirements for the school and the relevant school planning areas. **Any school making Sports Capital / Community Sports Facilities Fund Applications should contact SSEO in the first instance, on a case by case basis.**

Appendix 1

Issues for consideration by Board of Management

- What impact will the proposed arrangement have on the day to day operation of the school? This is an important consideration where the school is making a room(s) available during the school day.
- The school must always have priority when it comes to the use of school rooms and facilities. How will this be managed?
- Obtaining of the various consents, the Patron, the Trustee / Property Owner, Minister for Education.
- Ensuring that indemnities are in place to protect the Patron, Property Owner/Trustees and the BOM.
- What additional costs will be incurred in making the facilities available? What contribution will be paid by the Operator.
- What Licence Fee and deposit payment shall be paid by the Operator? (Suggested deposit of €100)
- Will the proposed arrangement be contrary to the school's ethos? How will the ethos of the school be protected?
- What effect will the proposed arrangement have on the school's Child Protection procedures? Will these need to be reviewed? Obtain confirmation from the Operator that he/she will comply with all relevant legislative other requirements concerning Child Protection, Child Care and Garda Vetting.
- How will the school protect its data and information stored in files or online? Will the Operator have use of the school's IT equipment?
- Make sure that any Operator is aware of the school's health and safety plan, any fire evacuation procedures and drills and will not cause any breach of same.
- What security and supervision procedures will the Operator have in place?
- Make sure that the proposed arrangement will not cause any damage to the good name and reputation of the school.
- Do any of the school's existing policies require updating or amendment in light of the proposed arrangement?
- What are the insurance implications arising from the proposed arrangement?
- What arrangements will be in place for school opening and closing where before and after services are provided? Who will be responsible for ensuring that the school building is closed? Who will be responsible for the closing of the school's sports facilities? Will there be a designated keyholder? Is there a role here for the school caretaker? Will his/her contract of employment require amendment? Will there an additional payment due to the caretaker where there is additional responsibility?
- What steps need to be taken to ensure that there is no annoyance or disturbance caused to neighbours and neighbouring property? (This is an important consideration where school sports facilities are in use outside of school hours).
- Where the school's sports facilities are in use outside of school hours, what arrangements will be made for the parking of vehicles? Will vehicles be parked on

school grounds? What effect will this have on the school's health and safety plan?
What are the insurance implications arising from this?

Before and after services and use of school room/rooms and facilities during school day

- What access arrangements are in place to enable children attending the Operator's room/rooms do so in a safe manner? Will separate access be provided? Where separate access cannot be provided how will access be managed? Will there be a different start time for the pre-school/Early Learning facility? Where access is shared consider if there are any implications for child protection.

Note: The issues for consideration by the BOM are not exhaustive and it will be a matter for each BOM to take into account the particular circumstances which apply to its school.

IMPORTANT:

1. BOMs will not be permitted to enter into any service contract for the provision of childcare services where the school pays the Operator for the service. There are a number of issues arising from such arrangements, not least that BOMs could be exposed to additional potential liabilities. Schools should review their arrangements to ensure that they have not entered into any such service contracts.
2. Please ensure that any school which has made a room/rooms or school facilities available for a pre-school or Early Learning facility has a Licence Agreement in place. This Licence Agreement should provide an indemnity for the Patron, the BOM and the Trustee / Property Owner. Where such agreements are not in place, the indemnity which applies to members of the BOM under S.14 (7) of the Education Act, 1998 may not apply.
3. BOMs are reminded that where any member of the Board is related to any person or is connected to any company/business that may be the subject of, or have a direct involvement, in a matter which is before the BOM for consideration, then that Board member should immediately disclose to the board the fact of that relationship and the nature thereof (Please refer to the Governance Manual for Primary Schools).
4. BOMs do not have any right or interest in the land or buildings of the school for which it is responsible (S.15 (3) of the Education Act, 1998). The BOM must always seek the consent of the trustee / property owner in relation to any development of the school premises or site or where the BOM wishes to enter into an arrangement with a third party for the use of school property and school sports facilities outside of school hours or during the school day.