

Policy Group**6:****Provision and Safety of Facilities****6.1 Space and Facilities Requirements Policy**

The Oakleigh State School P&C Association will ensure that the space and facilities used for the program and range of activities provided in keeping with the policies and procedures of the OSHC service, the Oakleigh SS P&C will ensure that the space, facilities and activities provided are safe and stimulating. In addition, the environment will be accessible to all children will promote physical and psychological comfort.

**Relevant Laws and other Provisions**

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act 2010 and National Regulations 2011
- Duty of Care
- NQS Area: 2.1; 3.1, 3.2; 6.1, 6.3; 7.1, 7.2.
- Policies: 3.1 – Educational Program Planning, 3.7 – Physical Activity, 10.3 – Budgeting and Planning.

**Procedures**

The Oakleigh State School P&C Association, in conjunction with the Coordinator, ensures that the following are provided by the service:

- Indoor space of at least 3.25 m² of unencumbered space per child. Indoor spaces used by children will be well ventilated, have adequate natural light and are maintained at a temperature that is safe and reasonable;
- Outdoor space of 7m² of unencumbered space per child including adequate shaded areas;
- Playground equipment, swings and other large pieces of equipment are to be located over areas with soft fall surfaces as recommended by recognised safety authorities;
- Verandah areas may be included as either indoor OR outdoor space with the written approval of the Department of Education and Training - Early Childhood Education and Care;
- Adequate toilet, hand washing and drying facilities for children and staff members and in particular that:
 - By location and design, allow for safe use by the children; and
 - Allow convenient access from both indoor and outdoor areas.
 - Facilities that cater for soiled clothing including hygienic storage and inaccessibility to children;
- Adequate facilities that cater for the safe handling, preparation, storage and disposal of food and beverages;
- Facilities that provide adequate and safe drinking water will be provided at all times;

- Sufficient furniture, materials and equipment that are developmentally appropriate, inclusive and adaptable to ensure participation by every child in the program; and
- Adequate administrative space and facilities for the purposes of:
 - Conducting the administrative functions of the service;
 - Private and personal conversations with families; and
 - Providing respite for staff members.

The Coordinator, in conjunction with the Oakleigh State School P&C Association, ensures that the following are available at the service-

- A telephone located inside the premises or one that is accessible at all times;
- Storage space close to play areas, with at least one lockable cupboard for valuable equipment;
- A lockable drawer or small cupboard for educator personal belongings;
- Area to display children’s artwork and a notice area for parents;
- Equipment and resources displayed in such a way that children can access them independently;
- A space for children to store their lunch/coat/bags etc.;
- Adequate lockable storage facilities for equipment, tools, first aid kit, medication and poisonous and dangerous substances;
- Lockable cupboard or filing cabinet for all child and family information (including enrolment forms), educator records and any other confidential records; and
- Adequate space for children to engage in rest and/or quiet experiences.

Date of Development	Last Reviewed & Ratified	Next Planned Review by
March 2018	June 2019	November 2020

6.2 Provision of Resources and Equipment Policy

Oakleigh State School P&C Association recognises the importance of providing resources and equipment that are safe and suitable to the developmental and recreational needs of the children attending their OSHC service. When purchasing resources and/or equipment consideration will be given to the ages, skills and abilities as well as the area in which the resources/equipment are to be used.



Relevant Laws and other Provisions

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act 2010 and National Regulations 2011
- Duty of Care
- See relevant Australian Standards on equipment in the Service
- NQS Area: 1.1, 1.2; 2.2; 3.1, 3.2, 3.3; 6.1, 7.3.
- Policies: 3.1 - Educational Program Planning, 3.7 – Physical Activity, 3.9 – Creative and Expressive Arts, 4.4 – Preventative Health and Wellbeing, 6.1 Space and Facilities Requirement, 6.3 – Workplace Health and Safety.



Procedures

Care will be taken when purchasing equipment to ensure it complies with relevant Australian Standards (available from Standards Australia) and that it is suitable for the purpose for which it is intended.

The equipment provided will be appropriate to provide additional interest, variety, challenge and will support the inclusion of developmental and cultural needs of the children, is flexible and able to be rearranged or adjusted to provide additional interest, variety, challenge and support the inclusion of children with special/additional needs.

The Coordinator will ensure that all equipment is regularly checked, cleaned and maintained in accordance with manufacturer's instructions and otherwise as reasonably necessary to ensure that it remains in a safe and good working order.

Children will be encouraged to access outdoor areas which include natural elements such as trees, plants, edible gardens, sand, rocks, mud and water.

Safe storage and shelving will be provided to allow children to independently access equipment and resources.

The Coordinator will ensure that a wide range of real, commercial, natural, recycled and simple homemade materials are provided to support the childrens' learning in a range of ways.

Date of Development	Last Reviewed & Ratified	Next Planned Review by
November 2017	June 2019	November 2020

6.3 Work Health and Safety Policy

For the protection of children and Educators, the Oakleigh State School P&C Association will ensure that its OSHC service equipment, facilities and premises are safe and clean in keeping with the requirements of the Work Health and Safety Act, 2011. See also Policy 7.1 for specific obligations relating to emergency equipment and facilities. The Oakleigh State School P&C Association promotes health and safety awareness for all people involved in the service. Policies and procedures are developed and monitored to reflect safe work practices.



Relevant Laws and other Provisions

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act 2010 and National Regulations 2011
- Duty of Care
- Work Health and Safety Act 2011, Manual Tasks Code of Practice 2010, Hazardous Substances Code of Practice 2003, Manual Tasks Involving the Handling of People 2001.
- Fire and Emergency Service Act 1990 and Building Fire Safety Regulation 2008 (Queensland), Electrical Safety Act 2002.
- NQS Area: 2.3; 3.1, 3.2; 4.2; 7.1, 7.2, 7.3.
- Policies: 4.4 – Preventative Health and Wellbeing, 6.1 Space and Facilities Requirement, 6.2 – Provision of Resources and Equipment, 8.10 – Employee Orientation and Induction, 10.9 – Risk Management and Compliance.



Procedures

The Coordinator/Assistant Coordinator is responsible to act as the Health and Safety Representative for the service, or to ensure that there is, at all times, an educator or other appropriate person in relation to the service who is designated in this position, and who shall report directly to the Coordinator.

If the Coordinator or another team member of the service is acting in the role of Health and Safety Representative, the Coordinator ensures that person has adequate time, education/training and resources to ensure that she/he is able to fulfill the role as required by the legislation.

The Health and Safety Representative must:

- Maintain, in a safe and accessible place, up-to-date records and materials as required by the legislation;
- Monitor Educator practices and ensure up to date information is distributed;
- Make recommendations to management on how to improve current systems;
- Ensure stairs and walkways are kept clear of furniture, equipment and clutter; and
- Ensure equipment is arranged with consideration to its purpose and in relation to other areas of play space.
- Ensure that the Educator's Handbook and orientation and induction processes contain up-to-date information on the legislative requirements for workplace health and safety.

Environment

The coordinator must also ensure that/is legally required to ensure that:

Workplace layout and equipment design are considered first when seeking to minimise risks associated with the service environment and/or resources and equipment provided.

Where staff spend more than 3 hours per day at computer monitors (continuously for typing and processing), work stations comply with ergonomic standards.

Ergonomic chairs providing height and back adjustment and lumbar support are provided to all workers performing screen-based work.

Screens are free of glare, and document holders are supplied where needed.

The Coordinator ensures that all workers who perform screen based operations are trained in how to adjust their chairs and workstations for optimum comfort, and the early reporting of overuse, strain and sprain injury symptoms.

Dangerous Substances

The Coordinator/Assistant Coordinator/Responsible Person In-Charge must ensure that:

- All poisons, disinfectants, corrosive substances and other poisonous and/or dangerous substances and items are clearly labelled as per manufacturer safety instructions, kept out of reach of children and placed in a child proof storage facility.
- Risk assessments are conducted for all dangerous substances used at the service and all Educators trained in safe usage.
- Unused or unnecessary substances are disposed of in a safe manner.
- All hazardous substances have a safety data sheet (obtained from the manufacturer) which is kept close to the storage of the product. All hazardous substances are recorded in a register, including a copy of the relevant safety data sheet.
- Storage of medications and service first aid kit/s, are accessible to Educators but not to children.
- At all times, products with the lowest hazard level for the required task are purchased.
- Risks associated with the transportation, storage, handling and disposal of all dangerous substances are managed and controlled in accordance with the service's risk management practices.
- Any exposure to hazardous chemicals are managed in accordance with instructions contained within the MSDS. Spills and leaks of hazardous chemicals will be cleaned up and disposed of in accordance with MSDS instructions.
- No dangerous substance are used without the correct personal protective equipment being worn by the user, if applicable.
- Storage areas display appropriate placards/signs and emergency information.

Maintenance

The Coordinator/Assistant Coordinator is responsible to ensure that the service has adequate heating, ventilation and lighting at all times.

The Coordinator ensures that Educators remove from use and have repaired or replaced as soon as possible, all equipment that is faulty or broken.

Regular periodic inspections of the Oakleigh Outside School Hours Care building and surrounding areas are conducted using environmental checklists and including areas such as car parks, gardens and pathways etc.

Regular periodic inspections of all playground equipment are conducted using the playground maintenance checklist (see 6.3.1).

Prior to use each day, Educators conduct a documented safety check of all indoor and outdoor spaces and equipment to ensure it is safe for use, free from items which may cause injury, and free from splinters and spiders or other harmful creatures, and record this on the OSHC Safe Play Checklist.

Hazards identified from daily safety checklists (see 4.1.1 and 4.1.2) are brought to the Coordinator's attention by the educator. The Coordinator then completes a hazard report form (see 6.3.2) and forwards it to the school Business Manager

Sandpits are raked prior to use to check for any animal faeces and any potentially dangerous objects.

Facilities and equipment assessed to have potential for injury will not be used or action is taken to allow for safe usage. An entry detailing the problem will be entered into the team communication book and all Educators will be instructed on any restrictions necessary on use of equipment or areas.

The Coordinator and Oakleigh State School P&C/Approved Provider ensures that an approved earth leakage device is installed and operational. Educators are made aware of the location of the power board and how to access the circuits used by the service.

In regards to electrical equipment, the Coordinator and Oakleigh State School P&C is responsible to ensure that:

- A register containing a list of all electrical equipment on site and the inspection and testing details is kept and maintained in accordance with the school procedure;
- Specified electrical equipment is inspected, tested and tagged by a competent person at prescribed intervals and immediately withdrawn from use if it is not safe to use; and
- Specified electrical equipment is connected to a type 1 or 2 safety switch. The safety switch must be tested at prescribed intervals and withdrawn from use if not working properly.
- Educators are instructed in the safe use and storage of electrical equipment associated with their work.
- The Coordinator ensures that all fire safety equipment (extinguishers and blankets) are tagged and tested and in accordance with the Building Fire Safety Regulation 2008.

Manual Handling

The Coordinator ensures that all team members have adequate training in relation to safe lifting and manual handling techniques used at the service. Educators must use lifting equipment (e.g. hoist, devices with wheels) as advised by the Coordinator for use.

All manual task hazards within the workplace are identified and assessed using the appropriate Codes of Practice and guidelines. Control measures are implemented for all manual task hazards that have a significant degree of risk.

The Coordinator ensures that appropriate lifting and manual handling techniques are practiced by Educators and/or volunteers. Educators must inform the Coordinator if they have any medical or health issues that may place them at risk of injury when lifting or moving people/objects.

Information regarding appropriate lifting and manual handling techniques is made accessible to Educators through the orientation and induction process, and through ongoing displays of safe techniques.

All workers receive annual general manual tasks training, including safe lifting techniques, at induction and at regular intervals.

Sufficient supervision is undertaken to ensure the safety of Educators when performing manual handling tasks.

Sharps/Dangerous Objects

'Sharps' refers to any object that can pierce or penetrate the skin easily, including needles and/or broken glass.

The Coordinator makes available at the service a sharps disposal kit consisting of disposable gloves, appropriate tongs and a strong puncture proof plastic container with a screw top lid.

As part of the service's daily safety checklists, Educators may be required to dispose of needles/sharp hazards that are found in playground and sandpit areas as well as clean up broken glass that may be contaminated with blood.

For the collection and disposal of needles and/or dangerous objects:

- Place the container (with lid off) on the ground near the hazard;
- Use gloved hand or tongs to pick up the needle/syringe by the barrel at the end away from the needle. For other dangerous objects, take care when picking them up;
- Place the needle/syringe sharp end first into the container. Do not hold the container while you do this. For other dangerous objects, carefully place them into the container. Replace the lid and seal tightly; and
- Dispose of the container by putting in the wheelie bin or taking it to a public sharps disposal bin.

If you are injured by a used needle:

- Wash with running water and soap as soon as possible;
- Apply a sterile waterproof dressing;
- Seek medical advice; and
- Follow the safe disposal procedures as above and take the needle or syringe with you to the doctor.

Ladders and work platforms

The Coordinator/Assistant Coordinator/Responsible Person In-charge must ensure that only suitable ladders and/or work platforms are used (e.g. stepladders) and that it is only used for the purpose for which it is designed. Improvised work platforms such as chairs or tables are not to be used.

The Coordinator (or designated Work, Health and Safety Representative) must ensure that when a ladder and/or platform is being used, that all hazards relating to their use be identified and addressed to ensure risks are minimised and effectively managed as much as possible. The ladder and/or work platform being used must not exceed the height of the required task.

The person using the ladder is responsible to ensure that:

- They work in a safe and productive manner to ensure no unnecessary risks are taken;
- It is secured firmly when in use, either at or near to the top (e.g. clamping the top of the ladder to the roof) or; at or near to the bottom (e.g. tying the bottom of the ladder to pegs secured in the ground or someone holding the ladder);
- Children are not present when ladders and/or work platforms are being used. If this is unavoidable, appropriate safety measures such as extra supervision shall be used to minimise the risks; and
- It is stored safely and correctly to prevent accident and injury once they have finished using it.

Ladder/s and/or work platform/s must only be used outdoors when it is safe to do so.

The ladder/s and/or work platform/s are cleaned, serviced and maintained so that they are always in a safe working condition. Prior to use, ladders and/or work platforms are checked for dangerous insects and arachnids in the outer and the inner workings of the ladder.

In the event of a ladder or work platform being damaged in such a way that it is not safe or suitable for use, it must be isolated from use and marked with a suitable 'Do Not Use' sign. The Coordinator must be informed so all staff can be notified of any issues.

Risk assessments on the use of the ladder/s and/or work platform/s are implemented with regular evaluation of current practices.

Reporting Work, Health and Safety incidents

The Coordinator, in consultation with the person reporting an incident records details of such incident using the correct reporting forms.

The Coordinator maintains copies of all Incident Report Forms in the individual staff members' personnel file.

Workplace Health and Safety Queensland will be notified of serious incidents as listed below within 24 hours

- Serious Bodily Injury;
- Work Caused Illness;
- Dangerous Event;
- Serious Electrical Incident;
- Dangerous Electrical Event;
- A fatality, (although in this instance, Workplace Health and Safety Queensland must be notified immediately).

Incident Notification when required will be made to Work Health Safety Queensland either by:

- Phone [1300 362 128](tel:1300362128);
- By completing and submitting the [online incident notification form](#);
- Faxing a completed [Incident Notification form](#) (PDF, 184.21 KB) to facsimile number [\(07\) 3874 7730](tel:0738747730); or
- Email the completed [Incident Notification form](#) (PDF, 184.21 KB) to whsq.aaa@oir.qld.gov.au.

References

Manual Handling Reference: Enable Consultation Services Research and Publishing Unit. Manual Handling and People Transfers for Workers and Other People Movers.

Sharps/Dangerous Objects reference: Healthy Living NT, Safe Sharps Disposal fact sheet, <http://www.healthylivingnt.org.au/content/?action=getfile&id=235>

<https://www.worksafe.qld.gov.au/injury-prevention-safety/incidents-and-notifications/notify-of-an-incident> accessed 10 Nov 17

Date of Development	Last Reviewed & Ratified	Next Planned Review by
November 2017	June 2019	November 2020

6.3.1 Playground Maintenance Checklist

Checklist must be completed on a regular basis with identified hazards being reported to the Coordinator

Staff Name	Day of week:			Week ending:		
	PLAYGROUND AREA 1			PLAYGROUND AREA 2		
Site	Y/N	What Action Required	Priority High/Low	Y/N	What Action Required	Priority High/Low
Is the site well drained?						
Is the site free from debris and foreign objects?						
Is there any vandalism?						
Is the area free from trip hazards?						
Is the area free from stinging/biting insects?						
Is shade structure intact and in good repair?						
<u>SURFACE</u>						
Is there sufficient soft-fall to meet specifications (300mm depth)						
Is the soft-fall spread evenly?						
Is the soft-fall free from foreign objects?						
<u>EQUIPMENT</u>						
Is there any vandalism?						
Is the equipment firmly anchored in the ground and all bolts and joints secure?						
Are all concrete footings underground?						
Are there any broken, worn or missing parts?						
Are drainage holes clear?						
Are there any protruding bolts, nuts or screws?						
Are there any sharp edges, splinters or splits?						
Plastic parts are free of cracks?						

Are all seat and slide beds undamaged?						
	PLAYGROUND AREA 1			PLAYGROUND AREA 2		
	Y/N	What Action Required	Priority High/Low	Y/N	What Action Required	Priority High/Low
<u>Moving Parts</u>						
Do all moving parts move freely and smoothly?						
Are all parts free from rust?						
Are springs firm and free from cracks?						
<u>Ropes, Chains & Swings</u>						
Are All S hooks closed?						
Are all swings secure, free from pests and well drained?						
Are all ropes, chains and chain covers secure and in good repair?						

Were any hazards identified? YES NO

Hazard report completed? YES NO
(Copy attached)

Copy forwarded to (Please indicate) WH&S officer
 School Principal
 Subcommittee Chair

Risk controls in place? YES NO

Please detail

Coordinator name and signature:Date:

6.3.2 Hazard Report Template

Hazard – including details of what and where
Identified Risks

Risk Assessment

	Very Likely	Likely	Unlikely	Very Unlikely
Minor	1	2	3	4
Moderate	2	3	4	5
Major	3	4	5	6
Extreme	4	5	6	7

Risk Assessment Score

1 to 3 Moderate Risk	Control these risks when possible
4 to 5 Significant Risk	Control these risks as soon as possible
6 to 7 Critical Risk	Control these risks immediately

Assessment completed by	Date
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Risk Controls

Are control measures in place?	Yes	No	Comment
Are controls minimising the risk?	Yes	No	Comment
Are there any new problems with the risk?	Yes	No	Comment

Review Completed by	Date
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6.4 Shared Facilities Policy

Oakleigh Outside School Hours Care actively strives to protect the rights, dignity and safety of all people and groups with whom they share facilities. Management will implement effective strategies that promote collaborative partnerships and respectful shared facility arrangements with the community that apply to its operations and program.

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act 2010 and National Regulations 2011
- Duty of Care
- Family and Child Commission Act 2014
- NQS Area: 2.3; 3.1, 3.2; 7.1, 7.3.
- Policies: 4.4 – Preventative Health and Wellbeing, 6.1 Space and Facilities Requirement, 6.2 – Provision of Resources and Equipment, 6.3 – Workplace Health and Safety.



Procedures

The shared facility arrangements are clearly articulated within the Oakleigh State School P&C Association agreement between the school or other community group as applicable, and will include information surrounding:

- Communication with regard to the shared arrangements;
- The storage and setting-up or packing-away arrangements for equipment and materials used in the shared space;
- The accessible entries and exits to the shared space by the service including emergency exits;
- Evacuation and lockdown procedures for shared facilities;
- The accessible amenities to be used by the service and those available to the public;
- Telephone access whilst using the shared space;
- Cleaning and maintenance requirements;
- Security and closing procedures for the shared space detailing Oakleigh Outside School Hours Care and public responsibility; and
- Communication strategies for external users of the shared facility.

Date of Development	Last Reviewed & Ratified	Next Planned Review by
November 2017	June 2019	November 2020

6.5 Use and Maintenance of Air Conditioning Policy

The Oakleigh State School P&C Association recognises and understands the need to maintain a healthy and safe environment for children and Educators whilst at the same time valuing the need to ensure that the air conditioning operates with minimum impact on the environment.



Relevant Laws and other Provisions

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act 2010 and National Regulations 2011
- Duty of Care
- Work Health and Safety Act 2011
- Environmental Protection Regulation 1998
- NQS Area: 2.1; 3.1.
- Policies: 4.4 – Preventative Health and Wellbeing, 6.1 – Space and Facilities Requirements, 6.3 – Workplace Health and Safety.



Procedures

The service operates the air conditioner to cool and/or heat the space to ensure the environment is comfortable and suitable to maintain the wellbeing and safety of children and Educators.

The air conditioner is set at a reasonable temperature at all times it is in use. For energy efficiency the recommendation is 24 °C.

Educators ensure that, before the air conditioning is turned on, windows and doors are closed for energy efficiency.

Regular maintenance is carried out on the system/s by a reputable contractor when a service is required.

Regular cleaning of the air conditioner unit dust filters is conducted and included as part of the service cleaning schedule.

Aesthetics and safety are considered for all new air conditioning installations.

For services operating within an Education Queensland school site, air conditioning installation requirements can be found in the 'Schools Manual for the Solar and Energy Efficiency in Queensland State Schools Program' available at <http://education.qld.gov.au/facilities/solar/pdfs/school-manual.pdf>

Date of Development	Last Reviewed & Ratified	Next Planned Review by
November 2017	June 2019	November 2020

6.6 Management of Poisonous Plants and Fungi Policy

Oakleigh State School P&C Association understands the need to maintain a healthy and safe environment for children and Educators whilst at the same time valuing the aesthetic appeal of the natural environment. A number of plants and fungi are known to be poisonous to people and may pose significant risk if consumed, or in some cases handled. The service endeavours to ensure the environment is free of potentially poisonous plants and fungi.



Relevant Laws and other Provisions

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act 2010 and National Regulations 2011
- Duty of Care
- Work Health and Safety Act 2011
- Plants and Fungi Poisonous to People in Queensland
- NQS Area: 2.3.2; 7.1.1
- Policies: 4.4 – Preventative Health and Wellbeing, 6.1 – Space and Facilities, 6.3 – Workplace Health and Safety.



Procedures

The service makes accessible the Queensland Government Resource “Plants and fungi poisonous to people in Queensland” produced by the Queensland Health Environment Protection Agency.
http://www.health.qld.gov.au/poisonsinformationcentre/plants_fungi/default.asp

Poisonous and dangerous plants, including those that pose an allergen reaction for children and adults will be identified, monitored and removed if necessary.

The service keeps in a visually accessible location the number for the Poisons Information Centre 13 11 26.

The Oakleigh Outside School Hours Care environment will be maintained free from poisonous plants and fungi through:

- Negotiating with the school the removal and planting of suitable trees, plants and shrubs;
- Regularly inspections of the garden and all plant life to ensure that;
 - No poisonous plant has self-seeded;
 - Plants have not overgrown and present as a hazard to the children generally or during play e.g. thorns; and
 - Plants that have matured do not now present as a danger to children e.g. berries that are poisonous or a choking hazard.
- Immediately removing any recognised poisonous plants from the service environment using appropriate gardening gloves and tools and disposing of these in a safe manner.

As a general guide, any plant with a strong smell, milky sap, red berries or self-sown seed could be poisonous and is best treated as such until a positive identification is made.

Consultation with the school, local council or a suitably qualified person will occur before planting new products or on discovery of unknown specimens.

In the event that poisoning by a plant or fungi is suspected, procedures as per the Health and Medical Emergency Management Policy will be followed. This may include call an Ambulance or the Poisons Information Service.

A sample of the plant or fungi will be collected to aid in its identification, if it can be collected without exposure to further harm.

Date of Development	Last Reviewed & Ratified	Next Planned Review by
November 2017	June 2019	November 2020

6.7 Occupancy Agreement Policy

The Oakleigh State School P&C Association service must obtain permission to occupy the premises of the Oakleigh State School for the purpose of conducting its centre-based care service (OSHC) approved under the Education and Care Services National Law Act (2010) and Regulation (2011).



Relevant Laws and other Provisions

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act (2010) and Regulation (2011)
- NQS Area: 7
- Policies: 6.1 – Space and Facilities Requirement, 6.4 – Shared Facilities



Procedures

The Oakleigh State School P&C Association demonstrates a right to occupy premises for the provision of an approved centre-based service (service for school aged children).

The occupancy lease agreement is in an appropriate format given the context of the relationship between the landlord (represented by the School Principal) and the occupant (represented by the P&C President). For example, License to Occupy School for Provision of OSHC 6.7.1.

The occupancy permit is reviewed at least annually to ensure the obligations of both parties are being appropriately met and that the agreement is current and valid. A signed copy of the document is kept by both parties.

Date of Development	Last Reviewed & Ratified	Next Planned Review by
November 2017	June 2019	November 2020

6.7.1 Licence to Use Department of Education and Training Premises for Outside School Hours Care

Name of School where Outside School Hours Care (OSHC) Service is located

(to be completed by the school)

Item 1. Address of School where OSHC Service is located

(to be completed by the school)

Item 2. Name of Licensor

State of Queensland (represented by the Department of Education and Training)

Item 3. Address of Licensor

Education House, 30 Mary Street, Brisbane QLD 4000

Item 4. Licensor Contact for Notices – The School (to be completed by the school)

Person/Position:		Address:	
Telephone:	Facsimile:	Email: mailto:THE.PRINCIPAL@SHARONSS.EQ.EDU.AU	
Emergency Telephone:			

Item 5. Name of Licensee

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Item 6. Address of Licensee

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Item 7. Licensee Contact for Notices

Person/Position:		Address:	
Telephone:	Facsimile:	Email:	

Item 8. School Land Description (to be completed by the school)

Lot Number:	County of:	Parish of:	Title Reference:
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Item 9. Commencement Date (to be completed by the school)

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Item 10. Termination Date (to be completed by the school)

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Item 11. Hire Charges (to be completed by the school)

Amount:	(GST Ex)	Payment Term/s: Quarterly	Method of Payment: EFT
Costs included in Hire Charge			
<ul style="list-style-type: none"> Use of building and contents Use of school grounds, multi-purpose court and play areas (see condition 14) 			

Hire Charges will remain fixed for the initial 12 months and future Hire Charges may be renegotiated at that time.

Item 12. Outgoings (to be completed by the school – refer Section 3, Specifications - 4.3)

Amount:	(GST Inc.)	Payment Term/s: Quarterly	Method of Payment: EFT
<p>Costs included in Outgoings</p> <ul style="list-style-type: none"> • Rates • Electricity • Water (where not separately metered) • Cost of consumables in school toilets • Mowing of OSHC grounds (as agreed) • Maintenance of facility • Initial pest control – School to ensure this is provided prior to commencement • Initial carpet cleaning - School to ensure this is provided prior to commencement <p>Licensee is responsible for all other expenses including</p> <ul style="list-style-type: none"> • Telephone • Cleaning and cleaning consumables • Ongoing Pest Control • Ongoing Carpet Cleaning • Internet • Insurances 			
Outgoings will remain fixed for the initial 12 months and future Outgoings may be renegotiated at that time.			

Item 13. Description of Premises (including a map/plan) to be used by Licensee

<p>Insert description of school facilities</p> <p>See the attached map (to be inserted) at Part 2</p> <p>Should the school have a requirement to change or remove any of the facilities listed in Item 14 and the attached map, during the life of this agreement, the school is required to discuss and reach agreement with the Licensee on suitable alternative facilities.</p>
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Item 14. Permitted Use (to be completed by the school)

<p>The Premises are permitted for use by the Licensor for the times specified in Item 15 for the purpose of the provision of care to children enrolled in the Outside School Hours Care service.</p> <p>The Licensor reserves the right to use, change or amend school facilities which may be utilised by the service due to operational necessity after consultation with the Licensee.</p>

Item 15. Time/s of Use (to be completed by the school)

Period	Time
Morning	From: XXXX to XXXX
Afternoon	From: XXXX to XXXX
Student Free Day	From: XXXX to XXXX
Public Holidays (if applicable)	From: XXXX to XXXX
Vacation care	From: XXXX to XXXX

Item 16. Fees (inc GST) (to be completed by the school)

Service	Full Fee – No rebate	Part Time Fee – No rebate	Casual Fee – No Rebate
BSC			
ASC			
VC			
SFD			

PH			
Fees will remain fixed for a period of twelve (12) months from Commencement Date Changes to Fees cannot be implemented until agreed in writing by the School Principal			

No fees or charges other than those outlined in this Licence may be applied during the Term of the Licence Agreement without the express written approval of the School Principal.

Fees and charges remain fixed for twelve (12) months from the Commencement Date. The Licensee is required to submit any request for fee increases in writing eight (8) weeks before the intended implementation and the School Principal or his/her representative must agree to the increase in writing before the fee variation can be implemented. Such requests must include evidence to substantiate the basis of the proposed fee increase (e.g. CPI, increases in Labour award rates). Fee decreases can be implemented at any time, after notifying the School Principal of the intended decrease.

Other Fees Chargeable	Fee Amount
<ul style="list-style-type: none"> Enrolment, Membership or Application fee (please indicate) 	
<ul style="list-style-type: none"> Late pick-up fee 	
<ul style="list-style-type: none"> Absence fee (no advice, or less than 48 hours advice) 	
<ul style="list-style-type: none"> Absence fee (advised at least 48 hours prior to service) 	
<ul style="list-style-type: none"> Casual booking fee 	
<ul style="list-style-type: none"> No hat fee 	
<ul style="list-style-type: none"> Any other fees/charges (expand table as required) 	
Fee range for excursions.	
Fee range for incursions.	
Other Changes are to remain fixed for twelve (12) months from Commencement Date. Other fees cannot be implemented until agreed in writing by the School Principal.	
Financial Administration	Provide Details
<ul style="list-style-type: none"> Payment Term 	
<ul style="list-style-type: none"> Payment Method 	

Item 17. Licensor’s Equipment to be used by Licensee (to be completed by the school)

The Licensor proposes to make available the following equipment: << insert a list School equipment that will be utilised by the service. >>
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Item 18. Licensee’s Equipment to be used by School

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Item 19. Area available for storage use by Licensee (to be completed by the school)

The Licensor will make available: << insert a list School Storage areas that will be utilised by the service. >>

Item 20. Maintenance

The Licensee will submit:

- For the approval of the School Principal, within ten (10) Business Days of commencement of services, a proposed process for the reporting of facilities maintenance. This is to be in accordance with existing school processes.
- As outlined in Section 7 of the Conditions of the Licence Agreement, scheduled maintenance will be conducted by the Licensor however the Licensee will be responsible for any damage that occurs during the use of the Premises and such repair will be completed to the satisfaction of the Licensor. The Licensee is responsible for the repair or replacement of any property or equipment where such property requires repair or replacement due to the activities or use by the Licensee.
- The Licensee must immediately notify the Licensor of any damage to property or need of repair, whether resulting from the Licensee's activities or noticed during the activity but not resulting from the activities of the service.

Item 21. Complaint process

Item 22. Reporting (additional reports required need to be inserted by the school)**The Licensee will provide the following reports to the School Principal:**

- A written report, prior to the commencement of services, detailing the name, qualifications together with a photocopy of the current positive notice issued by the Commissioner for Young People and Child Guardian (Blue Card) or receipt of application and contact details for all specified personnel;
- A written report, prior to the commencement of any new specified personnel, detailing the name and contact details of the alternate personnel together with a photocopy of the current positive notice issued by the Commissioner for Children and Young People and Child Guardian (Blue Card) for each new specified personnel or receipt of application;
- A monthly written report, within 15 Business Days of the end of the month, detailing:
 - usage levels and vacancies for the preceding month;
 - all complaints received in the reporting period, action taken to resolve complaints and the timeframe for resolution.
 - waiting lists.
 - reportable incidents
- Within ten (10) Business Days of receipt, any Formal Compliance Directive issued to the Service by the Regulatory Authority in respect of the Service conducted on the Licenced Premises.

The Licensee will submit:

- Prior to the commencement of services, a copy of the written policies and guidelines required by the applicable licence for conducting a service to the school Principal.

On an annual basis the Licensee will provide a copy of the following to the school Principal:

- Result of any National Quality Framework (NQF) Audits;
- Current Suitability Notices for all specified employees;
- Copies of any renewed Insurances (these should be supplied to the school within five (5) days of renewal);
- Licensee is required to report any instance where they have been penalised for a breach of or non-compliance with National Quality Framework requirements or if the Service has been assessed and rated as **Significant Improvement Required** under the National Quality Framework in the past 12 months. If the Licensee has been found guilty with a breach or non-compliance in the past 12 months, then Licensor reserves the right to terminate the Licence Agreement.

The Licensee is required to:

- Report to both the Licensor and the DETE Corporate Procurement Branch, within ten (10) Business Days of receipt, any Formal Compliance Directive issued to the service by the Regulatory Authority in respect of the Service conducted on the Licenced Premises. The Licensee is required to provide, to the DETE Corporate Procurement Branch, a quarterly report detailing all Formal Compliance Directives issued by the Regulatory Authority for any Services conducted by the Licensee in the State of Queensland as well as the outcomes of the formal compliance process.

Item 23. Key Performance Indicators

The following Key Performance Indicators (KPIs) will be used to monitor performance:

- **Complaints**
 - Complaints must be addressed within five (5) Business Days of notification of the complaint.
- **Payment of outgoings/hire charges**
 - All payments made within the timeframe as agreed within the Licence.
- **Reporting**
 - All reporting must be provided within the timeframes detailed in Item 23.
- **Customer Satisfaction**
 - Complaints received should not exceed 3% of families utilising the service per month.

Achievement of KPIs will be measured through the following metrics:

- complaints addressed outside of the timeframe should be less than 3% of the total number of complaints lodged in the reporting period (one calendar month).
- payments made by the dates in the Licence.
- all reporting must be accurate, submitted within the agreed timeframes and contain all details required.
- randomly selected customers are to be surveyed six monthly, by the school regarding customer satisfaction with respect to complaint resolution, service and support. The number of end users dissatisfied with services must be less than 3% of the end-users serviced by the Pre-qualified Provider in the reporting period (six monthly).

Performance Management

- Upon one failure to reach one or more Performance Measures in a single measurement period the Licensee must provide the School Principal with a list of rectification actions and a timeline for implementing these rectification actions.
- Failure to meet the same Performance Measure in two consecutive measurement periods; the Licensee must provide details of preventative actions and a timeline for implementing the preventative actions. The matter is escalated to senior management of both the Licensor and the Licensee for resolution.
- Failure to reach one or more Performance Measures three (3) times in three (3) reporting periods or failure to action preventative measures; the Licensee may be considered to be in material breach of the Licence and the Licence may be cancelled.

Formal Performance Review

- The School Principal or an Officer designated by the School Principal will conduct a formal review of the Contractor's performance on a regular basis. This review is to include a face to face meeting and provision of a written report to the Contractor and at a minimum is to be conducted at the end of years one (1), three (3) and five (5) of the Licence Agreement and this formal review will form the basis of any extension of the Licence.

Item 24. Other Conditions

Enrolment Preference

Preferential enrolment to students enrolled at the school where the OSHC service is provided is to be implemented. A waiting list should be implemented for students enrolled at other schools and the service should only accommodate these students should they have the capacity and resources to do so.

Food

All food will be prepared by the Licensee in accordance with the Physical Activity and Nutrition Outside School Hours (PANOSH) Food Safety guidelines as endorsed by Queensland Health.

Program

Programs must be reflective of the National Quality Framework and offer a variety of activities to accommodate the different interests and needs of the students, inclusive of students with a disability or special needs.

Availability of quality resources/play equipment

All programs are required to deliver quality and diverse planned activities incorporating the use of quality resources and play equipment for children.

Religious Instruction

Religious Instruction is not part of a school's Out of School Hours Care Service.

An Out of School Hours Care Service provided by a religious organisation must show respect for all religious and non-religious beliefs and other stances represented in the school community.

All activities and events provided within an Out of School Hours Care Service are to be non-discriminatory and equitably available to students of all beliefs who choose to participate.

Key Personnel and any other staff of an Out of School Hours Care Service must avoid any implications that any one religion, denomination or other set of beliefs is advantageous or superior to any other denomination, religion or belief.

Term

The initial Term of the Licence is **XXXX** years from the Commencement Date (subject to the Licensee's performance).

Insurance Details

Public Liability

Workers Compensation

Co-Investment (GST Inc)
(if applicable)

Value-Adds
(If Applicable)

Meetings

Cleaning

Security

- It is the responsibility of the Licensee to ensure that all facilities and equipment used by the Licensee at XXXX State School are secured and locked at the close each day.
- It is the responsibility of the Licence to ensure that all alarms for areas of XXXX State School used by the Licensee are set at the close of each day. Any associated costs for alarm call outs and attendance by security services/emergency services due to failure to set alarms at areas of XXXX State School under the use of the Licence, or false alarms associated with the use of these areas by the Licence, shall be met by the Licensee.

Item 25. Execution

<p>Licensor</p> <p>_____ Signature of Authorised Officer</p> <p>_____ Name of Authorised Officer</p>	<p>Execution Date</p> <p style="text-align: center;">/ /</p>	<p>Licensor</p> <p>_____ Signature of Witness</p> <p>_____ Name of Witness</p>
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<p>Licensee</p> <p>_____ Signature of Authorised Officer</p> <p>_____ Name of Authorised Officer</p>	<p>Execution Date</p> <p style="text-align: center;">/ /</p>	<p>Witness</p> <p>_____ Signature of Witness</p> <p>_____ Name of Witness</p>
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The person signing warrants that they have authority to sign this Agreement for the Licensee.

**LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING
PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE
PART 2 — SCHOOL PLAN**

See attached Plan

LICENCE TO USE DEPARTMENT OF EDUCATION AND TRAINING PREMISES FOR OUTSIDE SCHOOL HOURS CARE SERVICE

Conditions of the Licence

- The Principal reserves the right to issue amended Conditions of Licence prior to entering into the Agreement, as and when required.

1. DEFINITIONS

- 1.1 In this Agreement unless the context otherwise requires or the contrary intention appears, the following terms have the meanings assigned to them:
- 1.2 **“Agreement”** means Parts 1 and 2 of this document and any other Annexure or Schedule to this document.
- 1.3 **“Business Day”** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland.
- 1.4 **“Commencement Date”** means the day on which this Agreement commences as set out in Item 9 of Part 1.
- 1.5 **“Hire Charges”** means the amount specified in Item 12 of Part 1.
- 1.6 **“Land”** means the land described in Item 8 of Part 1, which is owned by or under the control of the Licensor.
- 1.7 **“Licence Year”** means each separate year of the Term of this Agreement, the first License Year commencing on the Commencement Date.
- 1.8 **“Licensor”** means the person named in Item 2 of Part 1.
- 1.9 **“Minister”** means the Minister for Education, Training and Employment or its successors.
- 1.10 **“Parking Areas”** mean the area that is available for use for parking during the time the Licensee has a licence to use and occupy the Premises as identified on the plan set out in Part 2.
- 1.11 **“Permitted Use”** means the use of the Premises as described in Item 14 of Part 1.
- 1.12 **“Premises”** means that part of the Land, including buildings, that is licensed to the Licensee in accordance with the terms of this Agreement as identified by on the plan in Part 2 and the equipment identified in Item 14 of Part 1.
- 1.13 **“Principal”** means the Principal of the School.
- 1.14 **“P&C”** means the Parents and Citizens Association of the School.

- 1.15 **“Routes of Access”** means the area that is to be used as access during the time the Licensee has a licence to use and occupy the Premises as identified on the plan set out in Part 2 and varied, from time to time, by the Principal.
- 1.16 **“Licensee”** means the person named in Item 5 of Part 1.
- 1.17 **“School”** means the School identified in Item 1 of Part 1.
- 1.18 **“Termination Date”** means the day on which this Agreement terminates as set out in Item 10 of Part 1.
- 1.19 **“Term of this Licence Agreement”** means the period this Agreement will be in effect.

2. INTERPRETATION

- 2.1 A reference to a statute, regulation, ordinance or local law shall be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing the same.
- 2.2 Where the day on or by which anything under this Agreement is done is a Saturday, Sunday or public holiday in Queensland, such thing may be done on the next Business Day in Queensland.
- 2.3 A covenant or agreement on the part of two or more parties shall be deemed to bind them jointly and severally.
- 2.4 Unless otherwise specified, the covenants and obligations of the parties to this Agreement shall be construed as if each such covenant or obligation is a separate and independent covenant made by one party in favour of the other.
- 2.5 In the case of any inconsistency between the Parts and Schedules to this Agreement and a clause in this Part, the provisions of the clause shall prevail to the extent of the inconsistency.
- 2.6 A reference to any authority, association or body, whether statutory or otherwise, shall be deemed to refer to any authority, association or body established or constituted in lieu thereof or succeeding, as nearly as may be, to the powers or functions thereof.

- 2.7 The singular shall include the plural and vice versa.
- 2.8 Words importing one gender shall include a reference to all other genders.
- 2.9 Where the context permits, reference to the Licensee shall extend to the members, servants, agents and invitees of the Licensee.

3. LICENCE

- 3.1 The following documents constitute the entire Licence between the Licensor and the Licensee:
 - (1) This Licence document,
 - (2) Section 3 Specification of ITO,
 - (3) The Licensee's Offer; and
 - (4) The Pre-Qualified Panel Arrangement
- 3.2 The Licence shall expire on the date set out in Item 11 of Part 1 of the Licence.
- 3.3 The Licensee shall immediately surrender or transfer their Service Approval to the issuing authority upon expiration of the Licence.
- 3.4 The Licensor grants to the Licensee and the Licensee accepts a licence to use and occupy the Premises in common with the Licensor and all others with similar rights for the Term of this Agreement, on the terms and conditions set out in this Agreement.
- 3.5 For the purpose of obtaining access to the Premises, the Licensor authorises the Licensee to use the Routes of Access.
- 3.6 The Licensee will not use the Premises for any purpose other than the Permitted Use, and the times of use set out in Item 15 of Part 1.
- 3.7 The rights conferred by this Agreement rest in contract only and shall not infer an intention to create in, or confer upon the Licensee any tenancy, estate or interest in the Premises.

4. HIRE CHARGES

- 4.1 The Licensee agrees to pay to the Licensor the hire charges as set out in Item 12 of Part 1 and at the time/s and by the method set out in that Item.

5. HIRE CHARGE/ FEE CHARGE REVIEW

- 5.1 Both the Hire Charge and the Fees payable are to be reviewed annually.
- 5.2 The annual Hire Charge sum payable in the year under review will not be less than that paid in the year immediately preceding unless exceptional

circumstances prevail. In that case the school may approve a decrease in the hire charge due.

- 5.3 Where the Licensee seeks to have an increase in fees, they are required to provide written justification with the request.

6. OUTGOINGS

- 6.1 Item 12 of Part 1 sets out whether the Licensor or the Licensee is responsible for the costs, outgoings and expenses ("Outgoings") connected with the Licensee's use of the Premises. These Outgoings include but are not limited to water, electricity, gas and telephone charges, cleaning.
- 6.2 If the Licensee is responsible for all or part of the outgoings and the Licensor and Licensee agree that the Licensee shall pay the Licensor for the outgoings on a pro rata basis then the formula for this pro rata basis is set out in Item 12 of Part 1 if applicable.
- 6.3 If the Licensee is responsible for all or part of the outgoings the Licensor shall not be liable in any way for any such outgoings.
- 6.4 If the Licensee is responsible for all or part of the outgoings the Licensee indemnifies the Licensor in respect of the outgoings.

7. MAINTENANCE & REPAIR

- 7.1 In its use of the Premises, the Licensee shall—
 - (a) take reasonable care of the Premises and all fixtures, fittings, equipment, and other property which the Licensor permits the Licensee to use for the purposes of this Agreement;
 - (b) following each occasion of use, leave the Premises in as near as the condition as it existed at the Commencement Date; and
 - (c) be responsible for the cost of repair or replacement of any property of the Licensor where such repair or replacement is due to the activities of or use by the Licensee.
- 7.2 The Licensee shall not make or cause to be made any alteration, additions or improvements to the Premises without approval from the Licensor.
- 7.3 If the Premises are at any time during the term of this Agreement damaged or destroyed by fire, lightning, storm, flood, tempest, earthquake, explosion, fusion, subsidence, act of God, riot, civil commotion, strikes, enemy action or malicious damage or otherwise without fault on the part of the Licensee, then the hire charges payable under this Agreement after the date

of that damage or destruction (or a fair and just proportion thereof according to the nature and extent of the damage) will be suspended and cease to be payable until the Premises is rebuilt, reinstated and repaired so as to be fit for occupation, use and enjoyment by the Licensee.

7.4 The Licensor may, at its option, elect whether to repair the damage to the Premises. If the Licensor elects not to repair such damage, then either party may terminate this Agreement by notice in writing to the other party.

7.5 If this Agreement is terminated pursuant to clause 7.4 the Licensee has no right to a claim for compensation.

7.6 The Licensee shall be required, at its own cost, to remove from the Premises all fittings, equipment, furniture and other articles of property contained in or about the Premises which belong to the Licensee—

- (a) on expiration of this Agreement; or
- (b) upon earlier termination of this Agreement;

and the removal of such property shall be within 30 days of such expiration or earlier termination. In effecting such removal, the Licensee shall cause as little damage as possible to the Premises and make good to the reasonable satisfaction of the Licensor any damage that may be occasioned to the Licensor's property by such removal.

8. ASSIGNMENT

8.1 The Licensee must not assign, sub-licence or in any manner part with the use and occupation of the Premises or assign the benefit of this Agreement.

9. ADVERTISING

9.1 The Licensee must not erect or display advertising material on the Premises without the written approval of the Licensor.

9.2 Advertising to promote the activity at the Premises must not be used unless the Licensee has received the prior written approval of the Licensor.

9.3 As a guide, the Licensor will not approve advertising that—

- (a) is of a nature that might imply that the School or Department of Education, Training and Employment is involved with or endorses the thing or activity advertised;
- (b) refers to the premises other than to show the location of the venue;
- (c) is, in the Licensor's opinion, objectionable.

10. PRIVACY

10.1 The Licensee must not access, record, use, disclose or retain any personal information obtained from the occupation of or use of the Premises.

11. LICENSOR'S COVENANT

11.1 The Licensor will promptly pay all outgoings not payable by the Licensee under the terms of this Agreement.

12. INDEMNITY

12.1 The Licensee indemnifies, releases and discharges the Licensor from and against all actions, proceedings, claims, demands, costs, losses, damages and expenses which may be brought against or made upon the Licensor or which the Licensor may pay, sustain or be put to by reason of, or in consequence of or in connection with the occupation and use of the Premises except to the extent of any negligent act of the Licensor or their servants or agents.

13. INSURANCE

13.1 The Licensee shall, if required and for the term of this Agreement, take out and maintain:

- (a) a policy of insurance in accordance with the Workers' Compensation and Rehabilitation Act 2003;
- (b) a policy of personal accident insurance for all volunteer workers.

13.2 The Licensee must take out a public liability policy of insurance for an amount of not less than ten million dollars (\$10m) per occurrence with an insurer approved by the Licensor. The public liability policy of insurance must note the rights and interests of the Licensor in this Agreement including those set out in Clause 13 of this Agreement. The Licensee must maintain the policy during the term of this Agreement. The policy must contain an undertaking by the insurer to notify the Licensor in writing not less than 30 days prior to any material change in terms, cancellation or other termination of the policies.

13.3 If the Licensor in writing requests the Licensee to provide evidence of the public liability insurance and the Licensee does not provide evidence satisfactory to the Licensor within 14 days of receiving the request, then the Licensor may take out the insurance. Any premiums paid by the Licensor for the insurance shall be a debt due from the Licensee to the Licensor.

14. TERMINATION UPON NOTICE

- 14.1 Subject to clause 14.2 either party to this Agreement may terminate this Agreement at any time upon giving the other party 3 months' notice in writing of its intention to do so.
- 14.2 If the Land is reserve land pursuant to the Land Act 1994 the Minister responsible may cancel the Agreement by giving 28 days' notice if—
- 14.3 the Licensee does not comply with the conditions of the Agreement; or
- 14.4 the Minister is satisfied cancellation would be in the public interest.
- 14.5 If the Agreement is cancelled pursuant to clause 14.1, the Licensee has no right to a claim for compensation.

15. TERMINATION FOR DEFAULT

- 15.1 If the Licensee fails to comply with, observe or perform any of its obligations under this Agreement, the Licensor may, by notice in writing to the Licensee, request the Licensee to remedy the failure within 14 days after the date that the notice is given.
- 15.2 If —
- (a) the Licensee fails to comply with a notice under this clause; or
 - (b) an application is made or a resolution is passed for the winding up of the Licensee; or
 - (c) a receiver or official manager is appointed; or
 - (d) any step in insolvency proceedings is taken by or against the Licensee; or
 - (e) the incorporation of the Licensee is cancelled; or
 - (f) the Licensee ceases to carry on business; or
 - (g) at any time the Licensee does not hold the appropriate accreditations, approvals and licenses in terms of the National Quality Framework for Early Childhood Care and Education and relative federal and state legislation and regulations then the Licensor may terminate this Agreement by giving 28 days' notice in writing to the Licensee.
- 15.3 If this Agreement is terminated pursuant to this clause 15, then the Licensee shall reinstate the Premises to the same condition the Premises were in as at the Commencement Date, fair wear and tear excepted.
- 15.4 If this Agreement is terminated pursuant to this clause 15, then the Licensee shall immediately surrender their Service Approval to the Issuing Authority.

- 15.5 Termination pursuant to this clause 15 shall be without prejudice to any rights that either party may have against the other arising out of or connected with this Agreement prior to the date of termination.

16. WARRANTIES

- 16.1 The Licensor does not warrant that the Premises are safe, fit, suitable, or adequate for the Permitted Use and all warranties able to be excluded by law are excluded.
- 16.2 The Licensee acknowledges that—
- (a) the Licensee is satisfied that the Premises are fit for the Permitted Use;
 - (b) the Premises are in good condition; and
 - (c) the Licensee warrants that it has taken reasonable steps to satisfy itself that the Premises are fit for the permitted Use and safe from risk to any person.

17. RULES

- 17.1 The Licensor (acting through the School Principal) may from time to time implement rules with which the Licensee must comply, relating to:
- (a) the use, safety, care and cleanliness of the School;
 - (b) the preservation of good order and lawful activity in the School and the Outside School Hours Care Service;
 - (c) the comfort of persons lawfully using the School;
 - (d) the location of garbage and refuse pending its removal;
 - (e) the location and or closure of the car park or the common areas or any part thereof;
 - (f) any other matter relevant to the administration of the School.

The rules in force at the commencement Date are set out in Part 4.

- 17.2 The Licensor may from time to time, and at its discretion, amend, repeal or add to the rules by notice in writing to the Licensee.

18. EXCLUSION OF TRESPASSERS

- 18.1 Notwithstanding anything else contained or implied to the contrary in this Agreement, the Licensor may at any time, and from time to time, and for so long as it shall think fit, exclude and restrain any person or persons from entering upon or using or occupying any part of the Land other than bona fide Licensors, patrons, delivery persons or service suppliers,

employees, agents and invitees of the Licensee or of the other users of the School who make use of the Land in accordance with the rules of the Licensor.

18.2 Without in any way limiting the meaning of the term “bona fide”, a person is deemed not to be bona fide if the person:

- (a) enters upon the Land or makes use of the Premises in breach of the Licensor’s rules;
- (b) is notified of the breach of rules; and
- (c) Commits a further breach of the same rules or other rules.

19. REVOCATION OF LICENCE TO ENTER

19.1 Whenever requested to do so by the Licensor, the Licensee must give written notice to any person who:

- (a) fails to observe the rules of the Licensor; or
- (b) is deemed not to be bona fide,
- (c) revoking any right to enter upon any part of the School and the Land.

20. DISPUTE RESOLUTION

20.1 The parties shall seek to settle any dispute arising in connection with this Agreement by negotiation, mediation or conciliation between the parties. In any such proceeding, each party may at its election be represented or accompanied by a qualified legal practitioner.

20.2 For the avoidance or settlement of disputes, and for the better management of this Agreement, the parties each nominate contact persons in accordance with Item 4 and Item 7 of Part 1.

21. ENTIRE AGREEMENT

21.1 This Agreement constitutes the entire agreement between the parties. Any prior written or oral agreement, arrangement or understanding in respect of the subject matter of this Agreement is superseded.

22. COSTS

22.1 The Licensee will pay:

- (a) the Licensor’s costs of and incidental to the negotiation, preparation and execution of this Agreement;
- (b) any stamp duty payable in respect of this Agreement; and
- (c) any other costs of and incidental to the completion of this Agreement.

23. COMPLIANCE WITH LAWS

23.1 The Licensee must comply with all relevant laws and the requirements of any statutory authority while using the Premises including but not limited to:

- (a) The applicable license for conducting a centre based service issued pursuant to the Education and Car Services National Law and Regulation 2011;
- (b) Current “blue card” issued by the Commission for Children and Young People and Child Guardian which indicates that a person is eligible to work with children and young people in Queensland, pursuant to the Commission for Children and Young People Guardian Act 2000;
- (c) Registration with the National Childcare Accreditation Council.
- (d) Assessment and Rating is conducted by Australian Children’s Education and Care quality Authority (ACECQA).

23.2 The licensee must provide written evidence of compliance with the requirements referred to in Clause 23.1.

23.3 Nothing expressed or implied in the provisions of this Agreement shall derogate from the Licensee’s liability, responsibility, duty or obligation to comply with the provisions of any Act, rule, regulation, local law or any other law in force from time to time in respect of the Land and the Premises.

23.4 The Licensee acknowledges that it will prepare and lodge (at its cost) any development application required by the local government to allow the Licensee to use the Premises for the Permitted Use. The Licensee will comply with all conditions imposed by the local government in relation to the development application.

24. GOVERNING LAW

24.1 This Agreement will be governed by and construed according to the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.

25. WAIVER

25.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by each party.

26. VARIATION

26.1 No variation to this Agreement shall be valid unless it is in writing and signed by both parties.

27. NOTICES

27.1 Any notice, demand, consent or other communication required to be given under this Agreement will be deemed to have been given—

- (a) if sent by prepaid mail, two Business Days following posting;
- (b) if hand delivered, on the date of delivery;
- (c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine.

27.2 The respective addresses for service of the parties are set out in Item 4 and Item 7 of Part 1.

28. INTERESTS ON UNPAID MONIES

28.1 The Licensee is to pay interest to the Licensor on any monies due and payable under the Agreement, and on any judgment in favour of the Licensor in an action arising from the Agreement until all outstanding monies, including interests are paid in full. The rate of interest is at a rate equal to the Commonwealth Bank of Australia's monthly overdraft index rate on the amount of any account that is not paid within thirty (30) days of the date of the account.

29. NO SMOKING

29.1 The Licensee, including all employees, agents and invitees of the Licensee, must not smoke on the Premises during the term of the Agreement.

30. GST

30.1 For the purposes of this clause "GST" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

30.2 The parties acknowledge that the Hire Charge is inclusive of GST.

31. P & C LIQUOR APPROVAL

Not Applicable to this Licence.

32. APPROVAL FOR USE

32.1 The execution of this Agreement by the Licensee constitutes an application in writing to the Minister or authorised officer for permission to use the Premises.

32.2 The execution of this Agreement by the Licensor constitutes written notice to the Licensee of approval, subject to the conditions of this Agreement, of the application by the Licensee for permission to use the Premises.

33. RIGHT OF ENTRY

33.1 The Licensor reserves the right to inspect all premises being utilised by the Licensee under this agreement. Inspections would be arranged by contacting the Licensee via phone to request access and indicating the reason why. Access may not be unreasonably withheld.

6.8 Maintenance of Facilities

The Oakleigh State School P&C Association is required to ensure effective maintenance of the centre-based care service (OSHC) it operates as approved under the Education and Care Services National Law Act (2010) and Regulation (2011).



Relevant Laws and other Provisions

The laws and other provisions affecting this policy include:

- Education and Care Services National Law Act (2010) and Regulation (2011)
- NQS Area: 7



Procedures

The Oakleigh State School P&C Association will ensure the establishment of an effective process to report on facilities maintenance. The schedule will include, but not limited to:

- Day to day maintenance of the facility
- Replacement of play equipment
- Replacement of major items such as fridges and televisions
- Repairs
- Refurbishment

The Oakleigh Outside School Hours Care will immediately notify the Licensor of all damaged property or equipment and will be recorded in the maintenance log.

Property of equipment damaged due to the activities undertaken by the Oakleigh Outside School Hours Care will be repaired or replaced by the service.

Date of Development	Last Reviewed & Ratified	Next Planned Review by
November 2017	June 2019	November 2020