

COMMUNITY CHILD CARE

VENUE USE: INTERNAL ARRANGEMENTS AND EXTERNAL PROVIDERS

This resource sheet has been developed to encourage conversations between venue owners and service operators regarding an agreed basis for venue use and working together for mutual benefit, and the benefit of the community.

It is important that a documented agreement or contract is developed and in place between the venue owner and the service operator outlining conditions of facility use and responsibilities, which may include the following items:

- ▶ purpose of the contract
- ▶ term of the agreement
- ▶ name of the venue and who is responsible for it
- ▶ roles and responsibilities of each party
- ▶ availability of facilities and amenities, times and days the venue will be used
- ▶ cleaning responsibilities/arrangements
- ▶ lock-up procedures
- ▶ regulatory and legislative compliance
- ▶ existing resources and equipment at the venue to be used and maintained by the service (ensure an audit has been done on what equipment/resources the service had prior arranging a lease agreement)
- ▶ maintenance responsibilities/arrangements, including cleaning and damages
- ▶ insurance coverage – what is required and who is responsible for what
- ▶ service promotion responsibilities (signage etc)
- ▶ primary contacts (available to represent parties if agreement is queried).

The person or organisation who owns the venue that the service operates from are considered to be the 'venue owner', and the person or organisation who has been approved under the Family Assistance Law for Child Care Benefit purposes to operate a children's service is referred to as a 'service operator'.

Sometimes the venue owner and the service operator are the same person or organisation, and sometimes they are not, so it is important to have a documented agreement between parties to determine accountability and ensure that both parties continue to communicate and work together effectively. Details of the agreement will depend on who owns the venue, who operates the service, and the relationship that they have with one another. Whatever the arrangement, ensure both parties understand, agree and sign off the document.

Internal Arrangements – When the venue owner is the service operator

A documented internal agreement can encourage a shared understanding of the relationship, and ensure that roles, responsibilities and expectations are clear. Where the service operator owns or manages the venue, it may be necessary to document an internal arrangement depending on the responsibilities of the service operator and any common use of the venue.

For example, at a Victorian government school, where the school council operates the OSHC service, the agreement will be between the school council and OSHC management committee.

Lease Agreements – When the venue owner is not the service operator

A lease is a legal contract drawn up to contain all information concerning liabilities, responsibilities and expectations between an owner and user of a venue. Where the sponsor/operator does not manage the venue, the agreement would be between the service operator and the venue owner. A written legal agreement must set out the conditions under which the building will be used, where both parties sign off that they agree and understand.

Some key elements to consider when preparing and negotiating an agreement or lease

The document should outline the responsibilities of both the venue owner and the service operator

Term

As well as specifying the term of the agreement documents can also include clauses about the granting of further terms.

Typical Use

Consider also how the venue will be typically used and what 'wear and tear' this may bring. These considerations might include how wall space and notice boards are used ie. using adhesives for displaying notices and/or children's art work. To meet legislative requirements there are a number of items that must be on display, and adequate general storage is a necessity.

There are particular experiences children will often instinctively engage in depending on their age, ability, and the service type. Ensuring the venue allows for displaying art work and notices, ball games, running, and other activities that might promote wear and tear.

A shared understanding on accessing the venue should be developed and agreed to i.e. when the service is in operation the venue is exclusive to the service as per agreement. Agreeing to permanent days/hours can assist in ensuring that the venue is not 'double-booked' and that the service is not expected by the venue owner to act in a way that may compromise compliance.

Fees

Determine a fee for the lease of the venue. This may be a nominal amount of \$1 per annum. Decide who is responsible for bills such as phone, electricity and gas.

Cleaning

Determine who is responsible for the organising and the cost of cleaning the venue. This might also include waste removal and pest control.

Security

Determine details and charges regarding the security of the venue, the lock-up procedures and the associated costs if security is called out through false alarm or otherwise. This might include security alarm and fire alarm systems (maintenance and operating costs) and fire extinguishers.

Assets

Determine tangible and intangible assets.

Repairs and maintenance

Determine who is responsible for repairs and maintenance of the building, electrical wiring and fittings, plumbing, internal and external fixtures and fittings, locks, floor surfaces, grounds, fire and security systems, telecommunications systems and intercoms, and painting. Decide on a process and timeline for repairs and maintenance to be carried out.

Damage

Determine the charges and process regarding damage to the venue or equipment and a list of equipment that is available to be used (and maintained).

Insurance

Determine the charges and details of the insurance policy and inclusion of the service (if appropriate).

Before entering into a contract, it is recommended that you seek independent legal advice. This document is not a substitute for legal advice and should only be used as a prompt when considering lease agreements and internal arrangements regarding the use of a venue.

Community Child Care

Capacity, Community, Collaboration

Check our website regularly for training, consulting, resources and sector updates

www.cccinc.org.au

Phone (03) 9486 3455 or freecall 1800 177 017



CCC provides leadership, advocacy and support to build the capacity of the children's services sector and promote public support for community owned, not for profit services.

COMMUNITY CHILD CARE ASSOCIATION INC.

ABN 90 494 504 678 Reg No A0030026F

Suite West 08 & 09, 215 Bell Street, Preston Victoria 3072

Tel 03 9486 3455 Freecall 1800 177 017 Fax 03 9486 3271

Email reception@cccinc.org.au Web www.cccinc.org.au