

## Financial Guideline 2017/2018 - 19

### Community & Comprehensive and Voluntary Secondary Schools

## Use of School Buildings outside of School Hours

The purpose of this guideline is to provide guidance to schools in relation to their current arrangements for the use of school buildings outside of school hours or for those schools who are considering putting such arrangements in place.

The Department of Education and Skills encourage Trustees, Patrons and Boards of Management to make their facilities available where possible for community, education and recreation purposes. The Department recognises that the decision ultimately lies with the relevant school authority in consultation with the property owner and that the first priority at all times should be the interest of the school, its teachers and pupils.

### 1. Approval

<b>APPROVALS REQUIRED AND APPROPRIATE SIGNATORIES TO LEGAL AGREEMENTS</b>				
<b>Schools</b>	<b>Step 1:- Initial appraisal of request</b>	<b>Step 2:- Consents required for:- use of School Buildings outside of school hours</b>		<b>Step 3:- Parties to the Agreement</b>
<b>Primary and Voluntary Secondary Schools on sites in the ownership of the Minister</b>	Board of Management (“BOM”) should appraise request and if approved seek consent of Patron.	Patron.	Patron & The Minister for Education & Skills (“Minister”).	The Patron may grant a licence to the proposed user for use subject to the terms of the Lease between the Patron and the Minister for Education & Skills.

<b>Non Minister owned Primary Schools</b>	BOM should appraise request and if approved seek consent of Patron.	Property Owners/ Trustees.	Property Owners/Trustees & Minister	Property Owners/Trustees & proposed user.
<b>Non Minister owned Voluntary Secondary Schools</b>	BOM should appraise request and if approved seek consent of Patron.	Property Owners/ Trustees.	Property Owners/Trustees & Refer to any agreement between Property Owners/Trustees & Minister if property is legally secured.	Property Owners/Trustees & proposed user.
<b>Community and Comprehensive Schools</b>	BOM should appraise request and if approved seek consent of Patron.	Refer to the Governance Manual for Community and Comprehensive Schools.	Refer to the Governance Manual for Community and Comprehensive Schools & Minister.	Refer to the Governance Manual for Community and Comprehensive Schools.
<b>Leased premises (e.g. Temporary Accommodation)</b>	BOM should appraise the request if permitted under the terms of the lease & seek Patron's approval.	Refer to terms of the Lease.	Refer to terms of the lease and Minister, if premises is a Primary School.	Refer to terms of the lease.

*See Appendix A - Issues to be considered in making school facilities available.*

## **2. Legal Arrangements**

A legal agreement should not confer on the proposed user any legal estate or interest in the school premises or any part of it. In order to ensure that no tenancy rights accrue and that the property will be available for school use if required in the future, it is recommended, where appropriate, that the agreement takes the form of a licence as opposed to a lease.

Legal advice should be sought prior to entering any agreement. The agreement should be signed by Property Owners/Trustees/Patron /Minister and the proposed user. Please note it is not the remit of the Board of Management to sign the legal agreements.

**Statutory Requirement.** It is the responsibility of the party entitled to grant the agreement to ensure that it be a condition of the legal agreement that all relevant statutory requirements relevant to the proposed occupier including Health and Safety, Building and Planning Regulations are complied with.

*See Appendix D for further information relating to legal agreements.*

### **3. Insurance**

The outside group who proposes using the school's facilities must provide proof of insurance when making a request. It is important to verify insurance arrangements with the school's insurer to ensure that the school's Board of Management, Patron and/or Property Owners/Trustees are adequately covered and indemnified by insurance arrangements.

In addition to public liability, consideration needs to be given to any property damage which may occur.

Community and Comprehensive schools should refer to the insurance provisions set out in their Governance Manual.

### **4. Health and Safety**

The Board of Management is responsible for ensuring the premises are provided in a safe condition. The Board should conduct a risk assessment prior to the third party using the school's facilities to identify the risks and to take corrective action.

### **5. Future development of the school**

The Board of Management must ensure that any proposed arrangement does not impede the future development of the school.

### **6. Grant aided partnership arrangements**

Schools may enter into partnership arrangements with a local sports club or organisation to avail of grant funding (Sports Capital Grants etc.), which benefit both school and community. Where approvals are required to develop an area of school property (e.g. for a playing pitch), requests should be sent to the Department's Planning and Building Unit by the Patron.

### **7. Pre-school and after-school care arrangements.**

In Section 8 of the Programme for a Partnership Government (May 2016) the Government commits to the utilisation of primary school buildings for after-school care provision in partnership with community groups or private providers. Section 10 provides that schools should be utilised for after-school care, homework clubs and other community activities where demand exists.

Where a school is considering making rooms available for pre-school or after-school care service or if they are approached by a provider, it is recommended that applications from others who may wish to apply to provide such a service are sought under an open transparent and fair process.

The school should advertise publicly advising of the possibility of making rooms available, how service providers will be selected and the essential terms for users of the premises, including contributions to maintenance and upkeep. There should be a standard application form and process.

It is advisable that the school property should be licensed/leased to commercial or not-for-profit entities who pay a commercial or nominal rate to the school.

**Where a Board Member enters into a commercial agreement/business contract with the school that member shall thereupon cease to be a Member of the Board.**

### **Pre-School**

School authorities should be aware that there may be governance and liability issues associated with the provision of pre-school services on behalf of the Board of Management.

The recommended approach is that where a pre-school is proposed, subject to the relevant consents of Property Owners/Trustee and Patron, rooms or premises may be made available to third parties (**registered childcare providers**) by means of a legal agreement.

It is important that the legal arrangements make clear that in time, if the school requires the space for school purposes, the legal arrangement can be terminated and the space made available and returned to full-time school use.

*See Appendix B for Additional Provisions on Pre-School arrangements.*

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13<sup>th</sup> March 2018

## Appendix A

### Issues to be considered in making school facilities available

Where a school is considering making its facilities available for out of school use, it may be useful for the Board of Management to consider the following:

1. Have the applicants confirmed that the premises is suitable for the delivery of the service or activity?
2. Given that the priority use of school property is for primary or post-primary educational provision, what are the implications of the use of the school on education provision and what arrangements need to be made to minimise impact on the school's day to day requirements?
3. Costs of making the facilities available: It is considered that any provision should be self-financing and should, at a minimum, cover maintenance, utility bills, additional insurance costs, legal requirements and other overheads or associated costs. In that regard, it is recommended that an assessment of what additional costs will arise and how these will be apportioned should be undertaken;
4. Legal, Governance and Insurance provisions: What arrangements does the school need to put in place to protect the Board, Patron, Trustees and Property Owners?
5. Governance arrangements: Identification of appropriate individual *e.g.* principal/chairperson of the Board of Management/designated Board member who will have responsibility for monitoring/overseeing the process and who will report to the Board;
6. Reputational: The role of the school in relation to the proposed service being provided should be clearly outlined *e.g.* making it clear that the school is providing the facility only and is not endorsing/evaluating the services provided;
7. Review of security measures: Where schools have a security service in operation, appropriate notification procedures should be put in place with security firms *etc.*;
8. Any implications arising from potential use of I.T. equipment;
9. Managing local expectations of continuation of service;
10. Restoration of premises to the condition found to ensure its uninterrupted priority use for education purposes;
11. Consideration of whether it is appropriate for the school website to be used. Schools may wish to simply provide a list/schedule of all activities taking place on school property without endorsing same and clarifying that any issues arising from participation in such services should be taken up directly with the service provider rather than with the school;

12. The procedures that may need to be put in place regarding the use of the premises, e.g.:

- the use of the premises and school property/equipment
- reservation of premises
- adequate security and supervision including securing the premises after use
- Any policies, procedures or other measures needed to safeguard the safety and welfare of the school's pupils including from a child protection or Garda vetting perspective
- Data protection, including data on individual children which would need to be secured in advance
- health and safety: handover procedures, code of behaviour, pick up after class and after service concludes, physical aspects of the premises *e.g.* floor condition, slip/trip hazards, suitable access and egress, including consideration of persons with disabilities
- fire safety and evacuation measures
- emergency response and first aid considerations
- night time use including adequate lighting and security provision

The above list is not intended to be exhaustive or comprehensive. There are different types of use of school buildings from local committee/community use, to sports clubs to afterschool care, and the type of provision being considered will have specific requirements. Many schools have significant long-standing experience of making their facilities available and it may be useful for schools considering such arrangements to consult with other schools in advance.

## Appendix B

### *Pre-schools on school property-Additional provisions*

In addition to the provisions set out elsewhere in these guidelines, the following will apply to all schools where it is proposed to use the school premises for purposes of a pre-school during the school day:

- The Childcare Act (1991) Part VII provides for the supervision of pre-school services and for the making of regulations relating to such services. In 2013, the Child and Family Agency Act (section 92) replaced this Part VII with a new Part VIIA. Regulations under the new legislative provisions have recently been published (Child Care Act 1991 (Early Years Services) Regulations 2016. School authorities considering facilitating a pre-school service on school property should ensure that any service provider can confirm compliance with all relevant guidelines and regulations.
- As set out in the provisions of the Governance Manual for Primary Schools, the use of school premises during the school day, for purposes other than regular school business must have the prior approval of the Minister and Patron. The Patron should submit the request in writing to the Department's Planning and Building Unit at the earliest opportunity.
- The onus is on the Board of Management and the Patron to ensure that there is sufficient accommodation/expansion space to meet the school's long-term projected enrolment and any development which may arise in the area.
- In that regard, where additional accommodation is required at the school in the future, any accommodation used for purposes other than for school provision would have to revert to school use. Such accommodation should be restored to its original condition by the third party when being vacated.
- Funding provided by the Department of Education and Skills such as the Minor Works Grant or other grants for schools cannot be used on the room(s) or pre-fab being rented/used by the pre-school.
- Any agreement should ensure that additional costs incurred as a result of use by the groups are covered: for example, insurance, heating lighting, cleaning and maintenance of the areas used by the groups.
- In addition, any agreement should put in place necessary safeguards for the safety and welfare of pupils having regard to the requirements relating to Garda Vetting and Child protection procedures.
- It is the responsibility of the party granting the legal agreement to ensure that the pre-school has separate and adequate insurance including employers and public liability insurance. It is important to verify insurance arrangements with the school's insurer to

ensure that the Board of Management, Patron and or Property Owners/Trustees are adequately covered and indemnified by insurance arrangements.

- The agreement should not confer on the proposed user any legal estate or interest in the school premises or any part of it. In order to ensure that no tenancy rights accrue and that the property will be available for school use if required in the future, it is recommended that legal advice is sought prior to entering any agreement. All licence agreements entered into should have appropriate break/termination clauses (recommended not to exceed an 11 month term). If a short term lease is entered into then this too should have appropriate termination/break clauses and the Tenant, having received Independent legal advice should sign a Deed renouncing any rights to a new Tenancy.
- Where existing arrangements are in place, legal advice should be obtained with regard to any obligation to continue the current arrangements or if tenancy rights have accrued.
- In the case of State property, no legal agreement should be entered in relation to the licensing, rental or leasing of school property before the legal instrument has been examined and sanctioned by the Department's Planning and Building Unit.



## Appendix C

### **SAMPLE CONDITIONS GOVERNING THE USE OF SCHOOL FACILITIES BY COMMUNITY ORGANISATIONS AND OTHER OUTSIDE BODIES**

1. No loss must accrue to the Board of Management/Patron/Property Owners/Trustees and/or the Department of Education & Skills from the Organisation/Body's use of School's facilities.
2. An agreed deposit to be lodged as a token of the responsibility of the organisation named below.
3. A fee is payable for the use of school facilities. These charges are determined from time to time by the Board of Management.
4. Groups using school facilities are required to abide by signs on display, to adhere to school rules, health and safety requirements, including no smoking stipulations and to other relevant school
5. policies, procedures and other measures in place to safeguard the safety and welfare of the school's pupils.
6. Requests made by the Board Representative on duty during meeting/activity times are to be complied with promptly and in full.
7. School property is to be vacated at the appointed times.
8. The facilities used must be left in a clean and tidy condition in their original state and all property belonging to the group removed/stored as agreed.
9. Any damage to property or equipment must be reported in writing to\_\_\_\_\_.  
The Board of Management / Property Owners/Trustees reserves the right to recoup any costs incurred
10. The group are required to comply with the school's Safety Statement and Fire Evacuation Procedure and to confirm that they comply with all relevant legislative and other requirements including Health and Safety, Child Protection and Garda Vetting.
11. Any incidents which occur on school premises which could give rise to an insurance claim or which fall to be reported under the Health and Safety Policy must be reported to [named individual] \_\_\_\_\_immediately or as soon as practically possible.
12. The Principal and/or Board of Management will decide the limitation of numbers at any such meetings.
13. Notice of meeting/event to be given in writing at least one week in advance.
14. Meeting/activities can be held only at times sanctioned by the Principal/Board of Management
15. Comprehensive insurance cover must be affected by the organisation and must indemnify the Board of Management, the Patron and the Minister for Education & Skills/Property Owners/Trustees from any liability arising from the Organisation/body's presence on school property.
16. As a condition of hire, the school is authorised to make any enquiries it deems necessary with the Organisation/body's insurance company.
17. The Organisation/body is responsible for ensuring that all members using school facilities are aware of these conditions.

## Appendix D

### INFORMATION RELATING TO LEGAL AGREEMENTS

Any legal agreement to be put in place is a matter for the relevant property owner or Patron/Trustees as appropriate. It is a matter for the signatories of the legal agreement to obtain legal advice.

The agreement which is entered should take account of the following requirements:

- Usage should not affect school work in any way
- Legal agreements should not result in a net cost to the school, taking attendance of school personnel, wear and tear, heat, light and power and other overheads into account.
- Applications for use of school facilities should provide the Board with full information and should be from bodies which are properly constituted with a responsible person nominated to take charge of the activity.
- Legal agreements should have appropriate termination clauses and renunciations where relevant should be signed.

While the following list is not prescriptive, it is recommended that a legal agreement should, at a minimum, provide the necessary clarity in respect of the following:

1. Commencement Date, term of the agreement, licence fee/rental amount and date of payment (payment of licence fee/rental should cover any overheads incurred in making the premises available, include such items as light and heat, maintenance costs, keyholder costs, admin/legal costs);
2. Hours of use and defined areas of use including access routes etc. (map should be provided);
3. Access arrangements including responsibility for key-holding, opening and closing the premises, handover procedures, traffic management where appropriate etc.;
4. Requirements around Garda vetting and child protection;
5. Opt-out clause including ability of both parties to terminate the agreement and notice period;
6. The position of the proposed user regarding advertising material (references to the school);
7. The position re. payment of costs incurred as a result of the use of the premises by the relevant group (details of how this will be communicated, apportionment methodology etc. should be included);

8. Indemnity for Patron/property owner and Board of Management in respect of any claims whatsoever arising out of the use of the premises by the proposed user;
9. Insurances - the proposed user must have adequate insurances in place. School authorities should maintain an up to date list in writing that can be produced on demand showing the name, registered office and proof of adequate insurance e.g. employers, contents and public liability insurances, with the interest of the property owner noted on the policy in relation to each group using the premises.
10. Commitment that the owner/school is not brought into disrepute by the use of the proposed user of the premises;
11. Maintenance/repair obligations of the proposed user to ensure that the premises is kept in a clean and tidy condition and not to cause any damage. To repair any damage if so caused with agreement from the licensor/lessor or to reimburse the Board of Management/Property Owners/Trustees for any repairs they may have to make as a consequence of the use of the premises by the proposed user;
12. Dispute resolution process if necessary;
13. Health and safety - It should be ensured that the Health and Safety procedures of the school are clearly demonstrated and there is agreement from the proposed user to comply with such procedures including the use of alarms, evacuation procedures, fire procedures etc.;
14. Compliance with relevant legislation and guidelines.
15. The agreement should not confer on the proposed user any legal estate or interest in the said school premises or any part of it.
16. The proposed user should not be permitted exclusive rights.
17. The proposed user should not be permitted to assign the benefit of the agreement.

The above list is not exhaustive and it is a matter for the school authorities/ Patron and Property Owners/Trustees to protect their interests.

## Treoirlíne Airgeadais 2017/2018 - 19

### Pobalscoileanna, Scoileanna Cuimsitheacha agus Meánscoileanna Deonacha

## Úsáid Fhoirgnimh na Scoile taobh amuigh d’Uaireanta na Scoile

Is é cuspóir na treoirlíne seo ná treoir a chur ar fáil do scoileanna i dtaca lena socrúithe reatha i leith úsáid fhoirgnimh na scoile taobh amuigh d’uaireanta na scoile i gcás scoileanna atá ag cuimhneamh ar a leithéid de shocrúithe a chur ar bun.

Molann an Roinn Oideachais agus Scileanna d’Iontaobhaithe, Pátrúin agus Boird Bhainistíochta a gcuid áiseanna a chur ar fáil nuair is féidir chun críocha an phobail, oideachais agus áineasa. Aithníonn an Roinn go luíonn an cinneadh ar deireadh leis an údarás cuí scoile i gcomhairle le húinéir na maoinne agus gur chóir go mbeadh leas na scoile, a gcuid múinteoirí agus daltaí mar an gcéad tosaíocht i gcónaí.

### 1. Ceadú

NA CEADANNA A THEASTAÍONN AGUS NA SÍNITHEOIRÍ CUÍ AR CHOMHAONTUITHE DLÍTHIÚLA				
Scoileanna	Céim 1:-  An breithmheas tosaigh ar an iarratas	úsáid Fhoirgnimh na Scoile taobh amuigh d’uaireanta na scoile	Céim 2:- Toiliú a theastaíonn le haghaidh:- úsáid Fhoirgnimh na Scoile le linn an lae scoile	Céim 3:-  Páirtithe an Chomhaontaíthe
<b>Bunscoileanna agus Meánscoileanna Deonacha ar láithreacha faoi úinéireacht an Aire</b>	Ba chóir don Bhord Bainistíochta (“BB) breithmheas a thabhairt ar an iarratas, agus má cheadaítear é,	An Pátrún.	An Pátrún agus An tAire Oideachais agus Scileanna (“Aire”).	Féadann an Pátrún ceadúnas a dheonú don úsáideoir beartaithe i leith úsáid faoi réir théarmaí an Léasa idir an Pátrún agus an tAire Oideachais agus Scileanna.

	toiliú a lorg ón bPátrún.			
<b>Bunscoileann a nach bhfuil faoi úinéireacht an Aire</b>	Ba chóir don BB breithmheas a thabhairt ar an iarratas, agus má cheadaítear é, toiliú a iarraidh ón bPátrún.	Úinéirí/Iontaobhaithe na Maoine.	Úinéirí/Iontaobhaithe na Maoine agus an tAire	Úinéirí/Iontaobhaithe na Maoine agus an t-úsáideoir beartaithe.
<b>Meánscoileanna na Deonacha nach bhfuil faoi úinéireacht an Aire</b>	Ba chóir don BB breithmheas a thabhairt ar an iarratas, agus má cheadaítear é, toiliú a iarraidh ón bPátrún.	Úinéirí/Iontaobhaithe na Maoine.	Úinéirí/Iontaobhaithe na Maoine agus Tagair d'aon chomhaontú idir Úinéirí/Iontaobhaithe na Maoine agus an tAire má tá an mhaoín faoi urrús dlíthiúil.	Úinéirí/Iontaobhaithe na Maoine agus an t-úsáideoir beartaithe.
<b>Pobalscoileanna agus Scoileanna Cuimsitheacha</b>	Ba chóir don BB breithmheas a thabhairt ar an iarratas, agus má cheadaítear é, toiliú a iarraidh ón bPátrún.	Tagair don Lámhleabhar Rialachas do Phobalscoileanna a agus Scoileanna Cuimsitheacha.	Tagair don Lámhleabhar Rialachas do Phobalscoileanna agus Scoileanna Cuimsitheacha agus an tAire.	Tagair don Lámhleabhar Rialachas do Phobalscoileanna agus Scoileanna Cuimsitheacha.
<b>Áitreabh ar léas (Cóiríocht Shealadach, mar shampla)</b>	Ba chóir don BB breithmheas a thabhairt ar na iarratas má cheadaítear é faoi théarmaí an léasa agus ceadú an Phátrúin a lorg.	Tagair do théarmaí an Léasa.	Tagair do théarmaí an Léasa agus don Aire, más Bunscoil é an t-áitreabh.	Tagair do théarmaí an Léasa.

*Féach Aguisín A - Ceisteanna le cur san áireamh agus áiseanna scoile á gcur ar fáil.*

## 2. Socruithe Dlíthiúla

Níor chóir go mbronnadh an comhaontú dlíthiúil aon eastát nó leas in áitreabh na scoile ná in aon chuid de ar an úsáideoir beartaithe. D'fhonn a chinntiú nach dtabhaítear aon chearta tionóntachta agus go mbeidh an mhaoín ar fáil le haghaidh úsáid na scoile má theastaíonn sé amach anseo, moltar, nuair is cuí, go mbeadh an comhaontú ina cheadúnas seachas ina léas.

Ba chóir comhairle dlí a lorg roimh aon chomhaontú a dhéanamh. Ba chóir an comhaontú a bheith sínithe ag an Aire/Úinéirí/Iontaobhaithe/Pátrún na Maoine agus an t-úsáideoir beartaithe.

Tabhair do d'aire nach bhfuil sé de chúram ag an mBord Bainistíochta na comhaontuithe dlíthiúla a shíniú.

**Riachtanas Reachtúil.** Tá sé de fhreagracht ar an bpáirtí atá i dteideal an comhaontú a dheonú a chinntiú gur coinníoll den chomhaontú dlíthiúil é go gcomhlíontar gach riachtanas reachtúil cuí a bhaineann leis an áititheoir beartaithe, lena n-áirítear Sláinte agus Sábháilteacht, Rialacháin Foirgneamh agus Pleanála.

*Féach Aguisín D le haghaidh tuilleadh eolais i dtaca leis na comhaontuithe dlíthiúla.*

### **3. Árachas**

Ní mór don ghrúpa seachtrach atá ag moladh áiseanna na scoile a úsáid cruthúnas ar árachas a chur ar fáil nuair atá iarratas á dhéanamh. Tá sé tábhachtach socruithe árachais a dheimhniú le hárachóir na scoile le cinntiú go gcumhdaítear go dóthanach Bord Bainistíochta, Pátrún na scoile agus/nó Úinéirí/Iontaobhaithe na Maoine agus go bhfuil siad slánaithe ag socruithe árachais.

Chomh maith le dliteanas poiblí, ba chóir go gcuirfí san áireamh aon damáiste a d'fhéadfadh tarlú.

Ba chóir do Phobalscoileanna agus Scoileanna Cuimsitheacha tagairt do na forálacha árachais atá leagtha amach ina dTreoirleabhar Rialachais.

### **4. Sláinte agus Sábháilteacht**

Tá an Bord Bainistíochta freagrach as cinntiú go bhfuil an t-áitreabh a chuirtear ar fáil i riocht sábháilte. Ba chóir don Bhord measúnú riosca a reáchtáil sula n-úsáideann an tríú páirtí áiseanna na scoile chun na rioscaí a aithint agus bearta ceartaitheacha a dhéanamh.

### **5. Forbairt na scoile amach anseo**

Ní mór don Bhord Bainistíochta a chinntiú nach gcuireann aon socrú beartaithe bac ar fhorbairt na scoile amach anseo.

### **6. Socruithe i leith comhpháirtíochtaí faoi dheontas i gcabhair**

Féadann scoileanna socruithe comhpháirtíochta a dhéanamh le club spóirt áitiúil nó le heagraíocht chun leas a bhaint as maoiniú deontais (Deontais Caipitil Spóirt, srl.), chun leasa na scoile agus an phobail araon. Sa chás go dteastaíonn ceadú chun limistéar de chuid mhaoin na scoile a fhorbairt (le haghaidh páirc imeartha, mar shampla), ba chóir don Phátrún iarratais a sheoladh chuig Aonad Pleanála agus Tógála na Roinne.

### **7. Socruithe cúraim réamhscoile agus iarscoile.**

I gCuid 8 den Chlár do Rialtas Comhpháirtíochta (Bealtaine 2016), geallann an Rialtas go mbainfí úsáid as foirgnimh bunscoileanna chun cúram iarscoile a sholáthar i gcomhpháirtíocht le grúpaí pobail nó soláthraithe príobháideacha. Foráiltear i gCuid 10 go mbainfí úsáid as scoileanna le haghaidh cúram iarscoile, clubanna obair bhaile agus gníomhaíochtaí eile pobail nuair atá éileamh ann.

Nuair atá scoil ag cuimhneamh ar sheomraí a chur ar fáil do sheirbhís cúraim réamhscoile nó iarscoile, nó má thagann soláthraí chuici, moltar go lorgáítear iarratais ó pháirtithe eile a fhéadfaidh sé gur mian leo cur isteach ar sheirbhís den chineál sin a chur ar fáil agus go lorgófaí iad faoi phróiseas oscailte, trédhearcach agus cóir.

Ba chóir don scoil fógraíocht phoiblí a dhéanamh go bhfuil an fhéidearthacht ann go gcuirfí seomraí ar fáil, cén chaoi a roghnófar soláthraithe seirbhíse, agus na buntéarmaí le haghaidh úsáideoirí an áitribh, lena n-áirítear ranníocaíochtaí i leith cothabhála. Ba chóir go mbeadh foirm agus próiseas iarratais caighdeánach ann.

Moltar go ndéanfaí an scoil a cheadúnú/a léasú d'eintitis tráchtála nó neamhbhrabúis a íocann ráta tráchtála nó ainmniúil don scoil.

**Nuair a dhéanann Comhalta Boird comhaontú tráchtála/conradh gnó leis an scoil, scoirfidh an comhalta sin ina dhiaidh sin de bheith ina Chomhalta Boird.**

### **Seirbhísí Réamhscoile**

Ba chóir go mbeadh údarais scoile ar an eolas go bhféadfaidh sé go bhfuil ceisteanna rialachais agus dliteanais ag baint le seirbhísí réamhscoile a sholáthar thar ceann an Bhoird Bhainistíochta.

An cur chuige molta ná nuair atá réamhscoil molta, faoi réir thoiliú cuí na nÚinéirí/Iontaobhaithe Maoine agus an Phátrúin, féadtar seomraí nó áitreabh a chur ar fáil do thrú páirtithe (**soláthraithe cláraithe cúraim leanaí**) trí chomhaontú dlíthiúil.

Tá sé tábhachtach go soiléireodh na socrúithe dlíthiúla, le himeacht aimsire, má theastaíonn an spás ón scoil chun críocha na scoile, go bhféadtar an socrú dlíthiúil a scor agus an spás a chur ar fáil agus go mbainfeadh an scoil úsáid lánaimseartha as arís.

***Féach Aguisín B le haghaidh Forálacha Breise i leith socrúithe Réamhscoile.***

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An 13 Márta 2018

## Aguisín A

### Ceisteanna atá le cur san áireamh agus áiseanna scoile á gcur ar fáil

Nuair atá scoil ag cuimhneamh ar a cuid áiseanna a chur ar fáil le haghaidh úsáid taobh amuigh d'úsáid na scoile, féadfaidh sé a bheith úsáideach don Bhord Bainistíochta an méid seo a leanas a chur san áireamh:

1. Ar dheimhnigh na hiarratasóirí go bhfuil an t-áitreabh oiriúnach chun an tseirbhís nó gníomhaíocht a sheachadadh?
2. Ó tharla gurb é úsáid tosaíochta mhaoin na scoile ná oideachas bunscoile nó iar-bhunscoile a sholáthar, céard iad na himpleachtaí a bhaineann le húsáid na scoile do sholáthar an oideachais, agus céard iad na socruithe is gá a dhéanamh chun an tionchar a íoslaghdú ar riachtanais laethúla na scoile?
3. Na costais a bhaineann leis na háiseanna a chur ar fáil: Meastar gur chúir go mbeadh aon soláthar féinmhaoinitheach agus ba chóir go gclúdódh sé, ar a laghad, an chothabháil, billí fónais, costais bhreise árachais, riachtanais dhlíthiúla agus forchoistais eile nó costais bhainteacha. Ina leith sin, moltar go dtugtar faoi mheasúnú ar cé na costais bhreise a thiocfaidh aníos agus an chaoi a ndéanfar iad a leithdháileadh;
4. Forálacha Dlíthiúla, Rialachais agus Árachais: Cé na socruithe is gá don scoil a chur ar bun chun an Bord, an Pátrún, na hIontaobhaithe agus Úinéirí na Maoine a chosaint?
5. Socruithe rialachais: Duine cuí a aithint, mar shampla príomhoide/cathaoirleach an Bhoird Bhainistíochta/comhalta boird ainmnithe a mbeidh freagracht acu as monatóireacht/maoirsiú a dhéanamh ar an bpróiseas agus a dhéanfaidh tuairisciú don Bhord;
6. Clú: Ba chóir achoimre shoiléir a thabhairt i leith ról na scoile maidir leis an tseirbhís mholta a sholáthar, mar shampla é a dhéanamh soiléir go bhfuil an scoil ag soláthar na háise amháin agus nach bhfuil sé ag moladh/ag measúnú na seirbhísí a sholáthraítear;
7. Athbhreithniú ar bhearta slándála: Sa chás go bhfuil seirbhís slándála i bhfeidhm, ba chóir nósanna imeachta cuí i leith fógraí a chur ar bun le comhlachtaí slándála srl.;
8. Aon impleachtaí a thagann aníos ó úsáid phoitéinsiúil fearais TFC;
9. Bainistiú ar ionchais áitiúla i leith leanúint den tseirbhís;
10. Athchóiriú ar an áitreabh go dtí an bhail ina bhfuarthas é le cinntiú go leantar d'úsáid tosaíochta gan bhriseadh chun críocha oideachais;
11. Cuimhneamh ar cé acu an bhfuil sé cuí go n-úsáidfí suíomh idirlín na scoile. Féadfaidh sé gur mian le scoileanna go simplí liosta/sceideal a sholáthar de gach



gníomhaíocht atá ag tarlú ar mhaoín na scoile, gan an méid sin a mholadh, agus soiléiriú a thabhairt gur chóir aon cheisteanna ag eascairt ó rannpháirtíocht sna seirbhísí sin a chur go díreach chuig an soláthraí seirbhíse, seachas leis an scoil;

12. Na nósanna imeachta a fhéadfaidh gur gá a chur ar bun i leith úsáid an áitribh, mar shampla:

- úsáid an áitribh agus maoin/fhearas na scoile
- an t-áitreabh a chur in áirithe
- slándáil agus maoirsiú dóthanach lena n-áirítear an t-áitreabh a dhaingniú tar éis a úsáid
- Aon pholasaithe, nósanna imeachta nó bearta eile a theastaíonn chun sábháilteacht agus leas dhaltaí na scoile a chosaint, lena n-áirítear ó thaobh na cosanta leanaí nó grinnfhiosrú an Gharda Síochána
- Cosaint sonraí, lena n-áirítear sonraí i leith leanaí aonair, ar gá a dhaingniú roimh ré
- sláinte agus sábháilteacht: nósanna imeachta um aistriú, cód iompair, bailiú bruscair tar éis ranga agus tar éis don tseirbhís críochnú, gnéithe fisiciúla an áitribh, mar shampla bail an urláir, guaiseacha sciortha/tuisle, rochtain agus bealaí fágála cuí, lena n-áirítear daoine faoi mhíchumas a chur san áireamh
- bearta sábháilteacht dóiteáin agus aslonnaithe
- práinnfhreagairt agus ceisteanna garchabhrach
- úsáid le linn na hoíche, lena n-áirítear soilse dóthanacha agus soláthar slándála

Níl an liosta thuas ceaptha a bheith ina liosta uileghabhálach ná cuimsitheach. Tá cineálacha éagsúla foirgneamh scoile ann, idir úsáid coistí/pobail áitiúla, chlubanna spóirt agus chúram iarscoile, agus beidh riachtanais shonracha ag baint leis an gcineál soláthair atáthar ag cuimhneamh air. Tá taithí fhadtréimhseach ag mórán scoileanna ar a gcuid áiseanna a chur ar fáil agus féadfaidh sé a bheith úsáideach do scoileanna atá ag cuimhneamh ar shocruithe den chineál seo dul i gcomhairle le scoileanna eile roimh ré.

## Aguisín B

### *Réamhscoileanna ar mhaoín na scoile-Forálacha Breise*

Chomh maith leis na forálacha atá leagtha amach in áiteanna eile sna treoirlínte seo, bainfidh an méid seo a leanas le scoileanna ina bhfuil sé molta áitreabh na scoile a úsáid chun críocha réamhscoil le linn an lae:

- Faoi Chuid VII den Acht Cúram Leanaí, 1991, foráiltear do mhaoirseacht ar sheirbhísí réamhscoile agus do rialacháin a dhéanamh a bhaineann leis na seirbhísí sin. In 2013, tháinig an tAcht um Leanaí agus an Teaghlach (alt 92) in áit Chuid VII le Cuid VIIA nua. Foilsíodh le déanaí rialacháin faoi na forálacha nua reachtacha (Rialacháin 2016 an Achta Cúram Leanaí (Seirbhísí Luathbhlianta), 1991). Aon údaráis scoile atá ag cuimhneamh ar sheirbhís réamhscoile a chur ar fáil ar mhaoín na scoile, ba chóir dóibh a chinntiú go bhféadann aon soláthraithe seirbhíse go bhfuiltear ag comhlíonadh na dtreoirlínte agus na rialachán cuí uile.
- Mar atá leagtha amach i bhforálacha an Treoirleabhair Rialachais do Bhunscoileanna, ní mór faomhadh a fháil roimh ré ón Aire agus ón bPátrún chun áitreabh na scoile a úsáid le linn an lae scoile chun críocha eile seachas gnáthghnó na scoile. Ba chóir don Phátrún an t-iarratas a chur i scríbhinn chuig Aonad Pleanála agus Tógála na Roinne ag an deis is luaithe.
- Tá an fhreagracht ar an mBord Bainistíochta agus ar an bPátrún a chinntiú go bhfuil a dhóthain cóiríochta/spás forbartha ann chun rollú fadtréimhseach tuartha na scoile a chomhlíonadh, agus aon fhorbairt a d'fheadfadh teacht aníos sa limistéar.
- Ina leith sin, sa chás go dteastaíonn cóiríocht bhreise ón scoil amach anseo, aon chóiríocht a úsáidtear chun críocha eile seachas le haghaidh sholáthar na scoile, bheadh air filleadh ar úsáid scoile. Ba chóir don tríú páirtí an chóiríocht sin a thabhairt ar ais go dtí an bhail ina raibh sé nuair atá sé á fágáil.
- Aon mhaoiniú a sholáthraíonn an Roinn Oideachais agus Scileanna ar nós an Deontais Mionobreacha nó deontais eile do scoile, ní fhéadtar iad a úsáid i leith an tseomra/na seomraí nó an fhoirgnimh réamhdhéanta atá ar cíos/in úsáid ag an réamhscoil.
- Ba chóir go gcinnteodh aon chomhaontú go gclúdaítear costais bhreise a thabhaítear mar thoradh ar úsáid na ngrúpaí: mar shampla, árachas, téamh, soilse, glantachán agus cothabháil na limistéar a úsáideann an grúpa.
- Chomh maith leis sin, ba chóir go gcuirfeadh aon comhaontú i bhfeidhm na cosaintí cuí le haghaidh sábháilteacht agus leas na ndaltaí maidir leis na riachtanais i leith Ghrinnfhiosrú an Gharda Síochána agus nósanna imeachta um Chosaint Leanaí.
- Tá sé de fhreagracht ar an gcomhpháirtí atá ag deonú an chomhaontaithe dhlíthiúil a chinntiú go bhfuil árachas ar leithligh agus dóthanach ag an réamhscoil, lena n-áirítear

árachas fostóra agus árachas dliteanais phoiblí. Tá sé tábhachtach socruithe árachais a dheimhniú le hárachóir na scoile le cinntiú go gcumhdaítear go dóthanach an Bord Bainistíochta, an Pátrún agus/nó Úinéirí/Iontaobhaithe na Maoine agus go bhfuil siad slánaithe ag socruithe árachais.

- Níor chóir go mbronnadh an comhaontú aon eastát nó leas in áitreabh na scoile ná in aon chuid de ar an úsáideoir beartaithe. D'fhonn a chinntiú nach dtabhaítear aon chearta tionóntachta agus go mbeidh an mhaoin ar fáil le haghaidh úsáid na scoile má theastaíonn sé amach anseo, moltar go lorgaítear comhairle dlí roimh aon chomhaontú a dhéanamh. Ba chóir clásail scoir/foirceanta cuí a bheith ag gach comhaontú ceadúnais a dhéantar (moltar nach sáródh sé téarma 11 mhí). Má dhéantar léas gearrthéarmach, ba chóir go mbeadh clásail chuí foirceannadh/scoir, agus ba chóir don Tionónta, tar éis comhairle dlí neamhspleách a fháil, Gníomhas a shíniú a dhiúltaíonn aon chearta chun Tionóntachta nua.
- Sa chás go bhfuil socruithe reatha i bhfeidhm, ba chóir comhairle dlí a fháil i leith aon dualgas leanúint leis na socruithe reatha nó i leith aon chearta tionóntachta a bheith tabhaithe.
- I gcás maoin an Stáit, níor chóir aon chomhaontú dlíthiúil a dhéanamh i dtaca leis an maoin scoile a cheadúnú, nó a ligean ar cíós nó ar léas sula mbeidh an ionstraim dhlí scrúdaithe agus ceadaithe ag Aonad Pleanála agus Tógála na Roinne.

## Aguisín C

# COINNÍOLLACHA SAMPLA AG RIALÚ ÚSÁID ÁISEANNA NA SCOILE AG EAGRAÍOCHTAÍ POBAIL AGUS COMHLACHTAÍ SEACHTRACHA EILE

1. Ní mór nach dtabhófaí aon chailteanas chun an Bhoird Bhainistíochta/an Pátrún/Úinéirí na Maoine/na hÍontaobhaithe agus/nó an Roinn Oideachais agus Scileanna ó úsáid na hEagraíochta/an Chomhlachta as áiseanna na Scoile.
2. Éarlais comhaontaithe le taisceadh mar chomhartha ar fhreagracht na heagraíochta ainmnithe thíos.
3. Tá táille iníoctha as ucht áiseanna na scoile a úsáid. Déanann an Bord Bainistíochta cinneadh i leith na muirear seo ó am go ham.
4. Iarrtar ar ghrúpaí a úsáideann áiseanna na scoile cloí le comharthaí ar taispeánt, cloí le rialacha na scoile, riachtanais sláinte agus sábháilteachta, lena n-áirítear coinníollacha frith-thobac agus polasaithe eile cuí
5. scoile, nósanna imeachta nó bearta eile i bhfeidhm chun sábháilteacht agus leas dhaltaí na scoile a chosaint.
6. Comhlíontar go pras agus go hiomlán le hiarratais an Ionadaí Bhoird ar dualgas le linn amanna an chruinnithe/na gníomhaíochta.
7. Tá maoin na scoile le fágáil ag na hamanna ceaptha.
8. Ní mór na háiseanna a fhágáil i mbail glan agus néata agus sa chaoi a raibh siad agus go mbaintear/go stóráiltear an mhaoin uile a bhaineann leis an ngrúpa de réir mar a aontaítear.
9. Ní mór aon damáiste don mhaoin nó d'fhearas a thuairisciú i scríbhinn do \_\_\_\_\_ . Coimeádann an Bord Bainistíochta/Úinéirí na Maoine/na hÍontaobhaithe an ceart chucu féin aon chostais thabhairte a fhorchúiteamh
10. Iarrtar ar an ngrúpa cloí le Ráiteas Sábháilteachta agus Nós Imeachta Aslonnaithe na scoile, agus deimhniú go gcomhlíonann siad na riachtanais uile reachtacha agus eile cuí, lena n-áirítear Sláinte agus Sábháilteacht, Cosaint Leanaí agus Grinnfhiosrú an Gharda Síochána.
11. Aon eachtraí a tharlaíonn ar áitreabh na scoile a d'fhéadfadh a bheith ina chúis le héileamh árachais nó a thagann lena thuairisciú faoin bPolasaí Sláinte agus Sábháilteachta, ní mór iad a thuairisciú do [duine ainmnithe] \_\_\_\_\_ go láithreach nó chomh luath agus is féidir go praiticiúil.
12. Déanfaidh an Príomhoide agus/nó an Bord Bainistíochta cinneadh i leith theorainn na ndaoine ag cruinnithe den chineál sin.
13. Fógra i leith an chruinnithe/na himeachta le tabhairt i scríbhinn seachtain amháin ar a laghad roimh ré.
14. Ní fhéadtar cruinnithe a reáchtáil ach amháin ag amanna a cheadaíonn an Príomhoide/Bord Bainistíochta
15. Ní mór an clúdach árachais chuimsithigh a bheith i bhfeidhm ag an eagraíocht agus ní mór go slánódh sé an Bord Bainistíochta, an Patrún agus an tAire Oideachais agus Scileanna/Úinéirí na Maoine/na hÍontaobhaithe ó aon dliteanas ag eascairt ó láithreach na heagraíochta/an chomhlachta ar mhaoin na scoile.

16. Mar choinníoll i leith tógáil ar cíós, tá an scoil údaraithe chun aon fhiosruithe a mheasann sí a bheith riachtanach a dhéanamh le comhlacht árachais na hEagraíochta/an chomhlachta.
17. Tá an Eagraíocht/comhlacht freagrach as cinntiú go bhfuil na baill uile a úsáideann áiseanna na scoile ar an eolas faoi na coinníollacha seo.

## Aguisín D

### EOLAS MAIDIR LE COMHAONTUITHE DLÍTHIÚLA

Is ábhar don úinéir cuí maoinne nó don Phátrún/do na hÍontaobhaithe é aon chomhaontú dlíthiúil atá le cur i bhfeidhm. Is ábhar do shínteoirí an chomhaontaithe dhlíthiúil é comhairle dlí a fháil.

Ba chóir go gcuirfeadh an comhaontú a dhéantar san áireamh na riachtanais seo a leanas:

- Níor chóir go gcuirfeadh an úsáid isteach ar obair na scoile ar aon bhealach
- Níor chóir go mbeadh sé mar thoradh ar chomhaontuithe dlíthiúla go mbeadh glanchostas ann don scoil, ag cur san áireamh freastal ball foirne na scoile, caitheamh agus cuimilt, teas, soilse, cumhacht agus aon fhorchostais eile.
- Agus iarratais faighte i leith áiseanna na scoile a úsáid, ba chóir go mbeadh an t-eolas uile ag an mbord, agus go bhfaightear iad ó chomhlachtaí a bhunaítear go cuí agus duine freagrach ainmnithe acu chun ceannas a ghlacadh ar an ngníomhaíocht.
- Ba chóir clásail chuí foirceanta a bheith san áireamh i gcomhaontuithe dlíthiúla agus ba chóir séantaí a shíniú nuair is cuí.

Cé nach liosta saintreorach é an liosta seo a leanas, moltar go soláthródh aon chomhaontú dlíthiúil an soiléire riachtanach i dtaca leis an méid seo a leanas:

1. Dáta Tosaigh, téarma an chomhaontaithe, táille ceadúnais/méid an chíosa agus dáta íocaíochta (ba chóir go gclúdódh íocaíocht na táille ceadúnais/an chíosa aon fhorchostais a thabhaítear chun an t-áitreabh a chur ar fáil, lena n-áirítear míreanna ar nós soilse agus teas, costais chothabhála, costais an tsealbhóra eochrach, costais riaracháin/dlí);
2. Uaireanta úsáide agus limistéir shainithe úsáide, lena n-áirítear bealaí rochtana srl. (ba chóir léarscáil a chur ar fáil);
3. Socruithe rochtana, lena n-áirítear freagracht as eochracha a choinneáil, an t-áitreabh a oscailt agus a dhúnadh, nósanna imeachta um aistriú, bainistiú tráchta nuair is cuí srl.;
4. Riachtanais maidir le grinnfhiosrú an Gharda Síochána agus cosaint leanaí;
5. Clásal rogha an diúltaithe lena n-áirítear cumas an dá chomhpháirtí an comhaontú a fhoirceannadh agus tréimhse fógra;
6. Suíomh an úsáideora mholta maidir le hábhar fógraíochta (tagairtí don scoil);
7. An suíomh i dtaca le híoc costas a thabhaítear mar thoradh ar úsáid an áitribh ag an ngrúpa cuí (ba chóir go gcuirfí san áireamh sonraí faoin gcaoi a ndéanfar é seo a chur in iúl, an mhodheolaíocht leithdháilte srl.);

8. Slánaíocht le haghaidh an Phátrúin/úinéir na maoinne agus le haghaidh an Bhoird Bhainistíochta i dtaca le haon éilimh ar chor ar bith ag eascairt as an áitreabh a bheith á úsáid ag an úsáideoir molta;
9. Árachas - ní mór árachas dóthanach a bheith i bhfeidhm ag an úsáideoir molta. Ba chóir d'údaráis scoile liosta i scríbhinn a choinneáil suas chun dáta a fhéadtar a chur ar fáil nuair a iarrtar é ar a léirítear an t-ainm, an oifig chláráithe agus cruthúnas ar árachas dóthanach, mar shampla árachas fostóirí, árachas inneachair agus árachas dliteanais phoiblí, agus leas an úinéara maoinne marcáilte ar an bpolasaí i dtaca le gach grúpa a úsáideann an t-áitreabh.
10. Gealltanas nach dtarraingeofar droch-cháil ar an úinéir/scoil mar gheall ar úsáid an úsáideora mholta as an áitreabh;
11. Dualgais chothabhála/deisiúcháin an úsáideora mholta le cinntiú go gcoinnítear an t-áitreabh i mbail glan agus néata agus gan aon damáiste a chothú. Aon damáiste a dhéantar a dheisiú faoi réir comhaontú ón gceadúnóir/léasóir nó an Bord Bainistíochta/Úinéirí na Maoine/na hIontaobhaithe a chúiteamh as ucht aon deisiúcháin a fhéadfaidh sé gur gá a dhéanamh mar thoradh ar an áitreabh a bheith á úsáid ag an úsáideoir molta;
12. Próiseas réitigh achrann, má theastaíonn;
13. Sláinte agus sábháilteacht - Ba chóir a chinntiú go léirítear go soiléir nósanna imeachta na scoile i leith Sláinte agus Sábháilteacht agus go bhfuil comhaontú ann ón úsáideoir molta comhlíonadh leis na nósanna imeachta sin, lena n-áirítear aláraim a úsáid, nósanna imeachta um aslonnú, nósanna imeachta dóiteáin srl.;
14. Comhlíontacht le reachtaíocht agus treoirlínte cuí.
15. Níor chóir go mbronnfadh an comhaontú aon eastát nó leas in áitreabh na scoile sin ná in aon chuid de ar an úsáideoir beartaithe.
16. Níor chóir cearta eisiacha a cheadú don úsáideoir molta.
17. Níor chóir go gceadófaí don úsáideoir molta leas an chomhaontaithe a shannadh.

Níl an liosta thuas cuimsitheach agus is ábhar d'údaráis na scoile/an Patrún agus na hÚinéirí Maoine/Iontaobhaithe é a gcuid leasanna a chosaint.