# [Insert Date Proposal prepared]

# Community Joint Use Proposal involving a Community Partner which is a local government authority or a not for profit entity

# This form is to be completed by the School Council in conjunction with the proposed Community Partner and must be signed on behalf of the School Council and the Community Partner. The Parties are NOT to delete any text from this document, use strikethrough feature if necessary, e.g. ~~the Proposal.~~

* One of the parties will then need to forward it to the appropriate Regional Director for endorsement before sending it to the Victorian School Building Authority to enable the **Community Joint Use Agreement** to be drafted.
* For assistance in completing this Proposal, please refer to the **Instructions for Completing the Community Joint Use Proposal** (**the Instructions**).
* In some sections of this Proposal, the parties are able to make a choice from several **Options**. These **Options** allow the parties to select an alternative that best suits their community. The different **Options** are identified in this Proposal with a more detailed explanation contained in the **Instructions**.
* In this Proposal:
  + '**Parties**' means the School Council (or School Councils if more than one) and the Community Partner (or Community Partners if more than one).
  + '**Facility**' refers to the building or other kind of community resource (such as a sporting field) being constructed, developed or refurbished.
  + '**Minister**' means the Minister for Education.
  + '**Department**' means the Department of Education and Training.
  + '**Works’** means the construction or development works to build or refurbish the Facility.

# Section A Administration

|  |  |
| --- | --- |
| **Item 1 SCHOOL DETAILS - if more than one school please provide details for each school (copy and paste the details below for each school)** | |
| School Council Name (as per the School Council's Constituting Order) |  |
| School Name |  |
| Principal's Name |  |
| Street Address |  |
| Postal Address |  |
| Email Address(for correspondence) |  |
| Contact person (for correspondence)  *Note: This is usually the Principal* |  |
| Telephone |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item 2 PROPOSED COMMUNITY PARTNER - if more than one partner please provide details for each partner (copy and paste the details below for each school)** | | | | |
| Correct Legal Name | |  | | |
| Street Address | |  | | |
| Postal Address | |  | | |
| Email Address (for correspondence) | |  | | |
| Contact person (for correspondence) | |  | | |
| Telephone |  |  | |  |
| If the Community Partner is not a local government authority, provide an ACN or ABN | | ACN | ABN | |

# Section B The Land and the Facility

|  |  |
| --- | --- |
| **Item 3 THE LAND ON WHICH THE FACILITY WILL BE DEVELOPED** | |
| Will the Facility be located on land owned by more than one party? | □ Yes □ No |
| Identify who owns the land on which the Facility is being developed and any relevant arrangements in respect of that land.  *Note 1: The* ***Community Joint Use Agreement*** *cannot be progressed to an initial draft until all information relevant to the ownership of the land and location of the Facility is provided.*  *Note 2: If the Facility is located on land owned or managed by more than one party, more than one box can be checked.* | □ School land owned or managed by the Minister  □ Land owned by a local government authority  □ Land owned by a Community Partner which is not a local  government authority  □ Crown land managed by a local government authority  (provide further details below)  Where applicable, provide details about the management arrangements for the Crown land:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Unless the land is School land, the parties must attach a plan of the land showing the location of the proposed Facility. *Note: If the Facility is located on land owned or managed by more than one party, the plan must clearly show which part of the Facility is located on which land.* | □ Yes, a plan of the land is attached.   □ No, it is not necessary to provide a plan of the land as it is  School land, owned or managed by the Minister. |
| **Item 4 THE FACILITY AND THE CONSTRUCTION WORKS** | |
| Are the proposed works for the construction of a new building or development of another type of facility, or for the refurbishment of an existing building or facility, or a combination of both? | □ Construction or development of a new Facility  □ Refurbishment of an existing Facility   □ Construction or development of a new Facility and  refurbishment of an existing Facility  □Other, provide details:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Describe the proposed Works.  *e.g. construction of two additional courts as an extension to the existing stadium building and the refurbishment of the toilets and change rooms.*  *Demolish existing toilet block and shed and construct a pavilion and canteen.* |  |
| Describe the completed Facility.  *e.g. A synthetic oval and change rooms, an asphalt car park with 100 general parking spaces and 2 disabled parking spaces, four light towers, an access path, landscaping and a surrounding area as identified on the concept plan.* |  |
| **Item 5 CONCEPT PLANS OF THE FACILITY** | |
| The parties **must** attach concept plans for the proposed Facility clearly showing the various components forming part of the completed Facility.  The concept plan should clearly identify where the Facility is located on the Land. | □ Yes, concept plans are attached |
| **Item 6 PLANNING PERMITS FOR DEVELOPMENT AND USE** | |
| The parties confirm they have consulted as to what planning or other permits may be required for the carrying out of the works and subsequent use of the completed Facility.  *Note 1: Depending on the type of land, a planning permit may be required for the development of the land and another planning permit may be required for its use.*  *Note 2: School Councils do not require planning permits for their own educational activities. The Community Partner will usually require a planning permit for the use of School land if the proposed activity falls outside the operation of the school for educational purposes.* | □ School Council confirms □ Community Partner confirms  Do the parties consider that a planning permit will be required for the construction or development of the Facility?  □ Yes □ No  Do the parties consider that planning permits will be required for the use of the Facility?  □ Yes □ No |

# Section C Construction Phase

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item 7 CONSTRUCTION COSTS FOR THE WORKS B3** | | | | | |
| What is the estimated cost of the construction, development or refurbishment works the subject of the CJUA, including: |  | | | | |
| - Consultants fees (construction  related) | $ |  |  | | |
| - Construction costs (including a  contingency) | $ |  |  | | |
| **- Estimated total cost of the Works** | **$** |  |  | | |
| On what is the above estimate of construction costs based? | □ Quantity surveyor report □ Architect report  □ Other (specify below)  ­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |
| **Item 8 CONTRIBUTIONS BY THE PARTIES B2** | | | | | |
| What is each party's proposed contribution towards the estimated cost of the works? This figure includes consultants' costs relating to construction. Also identify any contributions from the Minister/Department  Parties to also include the source and amount of funds, for example:  $100,000 [*name of grant if applicable*] from the Victorian State Government (Department of Transport, Planning and Local Infrastructure)  $1.m [*name of grant if applicable*] from the Federal Government (Department of Infrastructure and Transport)  *Note 1: If more than one School Council or Community Partner will be contributing, the contributions need to be separately identified. Amend table as necessary. .*  *Note 2: The total monetary contributions* ***must*** *match the estimated total cost of the works contained in* ***Item 7*** *above* | Party: | | Contribution: | | |
| 1. School Council | | $ |  |  |
| 1. Community Partner | | $ |  |  |
| 1. Minister for Education/Department of Education & Training | | $ |  |  |
| Estimated total  contributions | | $ |  |  |
|  | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item 9 LEGAL COSTS FOR PREPARING THE COMMUNITY JOINT USE AGREEMENT** | | | | |
| What is the estimated legal cost incurred by the Department in preparing the Community JUA, including:   * each version of the Community JUA that is drafted * legal advice the Department seeks in preparing this specific Community JUA | $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| On what is the above estimate of legal costs based?  [*Note: contact Property Management Unit, Victorian School Building Authority to obtain this estimate*] | □ Quotes / estimates received from law firms listed on the Department’s Legal Services Panel  □ Other (specify below)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| What is each party's proposed contribution towards the estimated cost of the legal fees?  *Note 1: If more than one School Council or Community Partner will be contributing, the contributions need to be separately identified. Amend table as necessary.* | Party: | Contribution: | | |
| 1. School Council | $ | or % |  |
| 1. Community Partner | $ | or % |  |
| Estimated total legal costs | $/% |  |  |
| **Item 10 TENDERING AND CONSTRUCTION B5** | | | | |
| Which party is responsible for administering the tender process and entering into the building contract with the Contractor? | □ Minister/Department □ Community Partner  □ School Council (if the cost of the works is greater than $50,000, Minister’s approval is required) | | | |
| Parties to confirm the Building Contract must be an **Australian Standard Contract AS2124-1992** including the Department's standard special conditions.  If the Works are on the Community Partners land and/or a different Building Contract is proposed please provide details. | □School Council agrees □ Community Partner agrees  □ Not Applicable (complete details below):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| Will the works be carried out in stages?  If the works are to be carried out in stages provide this requested information:   * The number of stages; * The Works comprising each stage; * The proposed dates, or time frames for each stage; and * When the use of the Facility will commence on a staged basis or only upon completion of all the Works, that is, when the final stage is complete. | □ Yes □ No  If yes, provide the requested information:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| **Item 11 CONSTRUCTION PHASE INSURANCE** | | | | |
| Where the Community Partner is responsible for construction, the Community Partner must confirm that it will ensure the required insurance (as listed in this Item) is arranged for the construction phase.  *Note 1: This insurance may be taken out by the building contractor or arranged by the Community Partner.*  *Note 2: Further information about the scope of the required insurance is contained in the* ***Instructions****.* | □ **Public liability insurance** with a limit of $20 million.   □ **Contract Works insurance** as required by AS2124-1992.  □ **Workers' compensation** insurance as required by State  and Federal Law.  □ Not applicable as the Community Partner is not responsible  for construction. | | | |
| **Item 12 SECURITY FOR THE COST OF CONSTRUCTION** | | | | |
| If the Community Partner is responsible for construction and is not a local government authority, and the Facility is being constructed on School land, the Community Partner confirms that it agrees to provide construction security in the amount of 10% of the total estimated construction costs. The form of the construction security is an unconditional bank undertaking.  *Note: The topic of Security is discussed in detail in the* ***Instructions****.* | □ Yes, the Community Partner agrees to provide construction  security in the form of an unconditional bank undertaking  in the sum of 10% of the estimated total costs of the works  as set out in **Item 7** above.  □ No, this is not applicable. | | | |

# Section D Licence Details and Date of Operation

|  |  |
| --- | --- |
| **Item 13 LICENCE TERM D1 & 2** | |
| What Initial Licence Term and Further Term are the parties proposing?  *Note: The parties may propose a lesser term than the choices indicated, subject to approval of the Department if the Facility is located on School land.* | **Initial Term:**  □ 20 years □ 25 years  □ 30 years □ Lesser term (specify below)   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Further Term:**  □ Not Applicable  □ 10 years □15 years  □ 20 years □Lesser term (specify below)   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Item 14 LICENCE FEE** | |
| The Community Partner acknowledges that a peppercorn licence fee of $1.00 payable upon demand is applicable.  *Note 1: A peppercorn licence fee is only applicable where the Community Partner is a local government authority or not for profit entity.*  *Note 2: If the Community Partner is not a local government authority or not for profit entity contact Department – Victorian School Building Authority to discuss applicable licence fee.* | □ Acknowledgment of peppercorn licence fee by Community  Partner.  □ Peppercorn licence fee not applicable – contact Department |
| **Item 15 DATE OF OPERATION C1** | |
| When will use of the Facility commence?  *Note: If works are staged parties to take this into account* | □ From the completion of the construction or  development works  □ From the date of the **Community Joint Use Agreement**  □ From an alternative agreed date (specify below)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Section E Use of the Facility

|  |  |
| --- | --- |
| **Item 16 PERMITTED USE E5** | |
| What will the Community Partner be using the completed Facility for? If there is more than one proposed use, list each one. |  |
| **Item 17 TIMES OF USE E1, 2 & 3** | |
| How will the parties share use of the Facility?  Choose from **Options 1, 2 and 3** as explained in the **Instructions**. | □ **Option 1**- School access during agreed school hours  and access by the Community Partner outside those  hours. No overlapping use.  □ **Option 2** - Overlapping use by the School and the  Community Partner although there may still be agreed school  hours. Different parts of the Facility may have different  agreed times of use.   □ **Option 3** - Calendar of Use agreed between the parties  on an annual basis. |
| If the parties have selected **Option 1**, complete this section.  *Note: Under* ***Option 1****, the Community Partner will be entitled to use the Facility outside the agreed school hours, within the operating hours of the Facility.* | What are the agreed school hours (applicable on school days)? *Note: Standard school hours are 8.00 am to 4.30 pm on School Days.*  □ Standard school hours □ Other times (please specify)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  What are the times of use of the Community Partner?  *Note: Community Partner hours are not to exceed 10:30pm.*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Do the parties want to specifically address times of use in school holidays and on other student free days?  □ Yes □ No  If yes, what is the proposed use by the School and the Community Partner during school holidays and on student free days?  School's use:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Community Partner's use:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If no, it is assumed that use during school holidays and on student free days will be left to negotiation between the parties. |
| If the parties have selected **Option 2**, complete this section. | Describe the use arrangements agreed between the parties, including any specific arrangements in relation to school holidays or student free days.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  As part of these arrangements, specify any agreed school hours (applicable on school days)? *Note: Standard school hours are 8.00 am to 4.30 pm. Community Partner hours are not to exceed 10:30pm.*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| If the parties have selected **Option 3**, complete this section. | Which party is responsible for preparing and updating the annual Calendar of Use for the Facility?  □ School Council □ Community Partner  In what month will the Calendar be prepared (being applicable for the following year commencing 1 January)?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Will the Calendar of Use reflect use by the School during agreed School Hours and use by the Community Partner outside those School Hours?  □ Yes □ No  If yes, complete the following:  What are the agreed School Hours? *Note: Standard School Hours are 8.00 am to 4.30pm.*  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  What are the Community Partner's Hours?  *Note: Community Partner hours are not to exceed 10:30pm.*  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Have the parties agreed on overall Operating/Opening Hours for the Facility (comprising the School Hours and the Community Partner's Hours)?  *Note: Sometimes limited total operating hours may be a condition of a planning permit.* | □ Yes □ No  If yes, what are the agreed Facility Operating Hours?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Unless the parties do not wish to include such a provision, the formal **Community Joint Use Agreement** will provide that the School is entitled to use the entire Facility, or a specified part of the Facility, outside School Hours, free of any charge, an agreed number of times during each term or year. | □ Yes, the parties want the School to have this right.  If yes, indicate how many times per term or per year the School is entitled to such use and whether the entire Facility can be used or only certain parts.  No. of times per year \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [CJUA Clause 56.19]  □ Entire Facility can be used □ Only certain parts can be used  (specify below)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  □ No, the parties do not want the School to have this right. |
| **Item 18 OTHER USE ARRANGEMENTS** | |
| Will one party (School Council or Community Partner) be responsible for the overall management and operation of the Facility at all times?  *Note 1: If no, it is assumed that each party will be responsible for managing its use of the Facility during the times that it is entitled to use the Facility.*  *Note 2: If yes, additional clauses may be incorporated into the template CJUA.* | □ Yes □ No   If yes, which party?  □ School Council □ Community Partner  If yes are there specific arrangements that the parties wish to include in the CJUA provide these details below :  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Do the parties propose to sub-licence any part of the Facility to an operator to manage the Facility on behalf of the School Council or Community Partner *e.g.: The appointment of an operator to run a preschool or a gymnasium  Note 1: If yes and the Facility is located on School land, the Department must approve the terms of the sub-licence.*  *Note 2: If yes, additional clauses will be incorporated into the template CJUA.*  *Note 3: This sub-licence differs from a hire arrangement where the party responsible hires/licences the Facility to a community/sporting group. Refer to Item 19.* | □ Yes, the parties propose to appoint a sub-licensee.  □ No, the parties do not propose to appoint a sub-licensee.  If yes, describe the proposed arrangement:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If yes, do the parties require preparation of a draft sub-licence?  □ Yes □ No □ Not applicable |
| Are there any other conditions of use to which the parties have agreed or specific arrangements related to use that the parties wish to be reflected in the CJUA? | □ No, there are no additional conditions or arrangements  □ Yes  If yes, provide details below:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Item 19 HIRE OF THE FACILITY E4** | |
| Which party is responsible for hiring the Facility to community users outside School Hours? Or will the responsibility for hiring be shared between the parties depending on the area of the Facility involved? | □ School Council responsible for all hiring outside School Hours  □ Community Partner responsible for all hiring outside School  Hours  □ Hire outside School Hours to be shared (describe below)   Areas the School is responsible for hiring:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Areas the Community Partner is responsible for hiring:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Is it intended to appoint a third party to manage the hire outside School Hours (that is, the community hire?)  *Note: As a general rule, the third party will not be a party to the CJUA, but will have a separate arrangement with the party responsible for the hire of the Facility outside School Hours.* | □ Yes, the parties propose to appoint a third party to manage  the hire of the Facility outside School Hours  If yes, identify the proposed third party:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  □ No, the parties do not propose such an arrangement |
| Is all of the Facility available for community hire outside School Hours or only certain areas? | □ All of the Facility is available for hire  □ Only some areas are available for community hire (describe  which areas below)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Will the revenue from hire to the community (that is, hire outside School Hours) belong to one party or be shared?  *Note: If the parties have agreed to a revenue sharing arrangement this may need to be discussed further with the Department.* | □ Revenue will belong to the Community Partner  □ Revenue will belong to the School Council  □ Revenue will be shared (describe sharing arrangement  below)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  □ Revenue paid into Operating Account (as per Section G,  Option 6) |
| How will the community hire fees be set?  *Note: If the parties are to jointly set these fees, the procedure for reaching agreement on the fees will need to be incorporated into the template CJUA* | □ The party responsible for hire to the community will set the  fees  □ The hire fees will be set by agreement between the parties  (add any further comments below)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# Section F Expense and Revenue Projections

|  |  |
| --- | --- |
| **Item 20 PROJECTED OPERATING COSTS AND REVENUE** | |
| Parties to confirm they have calculated the projected **costs** for the Facility, such as maintenance, Capital Expenditure and the cost of utilities for a five year period.  **Note:** a copy of the expense projections must be attached to this Proposal | □ School Council □ Community Partner  confirms confirms  □ Copy of expense projections are attached to this Proposal |
| Parties to confirm they have calculated the projected **revenue** for the Facility for a five year period.  **Note**: a copy of the expense projections must be attached to this Proposal | □ School Council □ Community Partner  confirms confirms  □ Copy of revenue projections are attached to this Proposal |

# Section G Maintenance

|  |  |
| --- | --- |
| **Item 21 RESPONSIBILITY FOR GENERAL MAINTENANCE Clause 60** | |
| How have the parties agreed to share the maintenance of the Facility?  Choose from **Options 1, 2, 3, 4, 5 and 6** as explained in the **Instructions**.  *Note 1: Maintenance is assumed to include general repairs, cleaning and security arrangements. If the parties wish to have a separate specific arrangement in relation to a particular item, such as an electronic security system or computer server or cleaning, this should be detailed on a separate piece of paper and attached to this Proposal.*  *Note 2: If the Facility is a stadium, the parties must adopt the Department’s template maintenance and capital schedules. Contact the Department for further information and a copy of these schedules.* | □ **Option 1** - One party is responsible for arranging and paying  for all maintenance for the Facility with the other party to  reimburse it an agreed percentage of the costs or pay a fixed  annual maintenance contribution.  □ **Option 2** - One party is responsible for arranging and paying   for all maintenance of the Facility with the other party to   reimburse it, based on the other party's proportionate  entitlement to use the Facility.  □ **Option 3** - The parties have agreed to be responsible for  arranging and paying for the maintenance of separate areas  of the Facility. This Option usually applies where there is  little or no overlapping use of the different areas of the  Facility.   □ **Option 4** - The parties have agreed to a Maintenance  Schedule which sets out their maintenance obligations.  □ **Option 5** - One party is responsible for arranging and paying  for all maintenance for the Facility with no reimbursement.  □ **Option 6** - The parties agree to establish an Operating  Account to collect revenue generated by the Facility and pay  for maintenance and any other specified operational  expenses (excluding Capital Expenditure). |
| If the parties have selected **Option 1**, complete this section.  *Note 1: If the parties select a fixed annual maintenance contribution the* ***default position*** *is for this amount to increase by CPI each year. Alternatively, the parties may specify a different method for this annual increase.* | Which party is responsible for arranging the maintenance works and paying in the first instance?  □ School Council □ Community Partner  Will the maintenance costs be reimbursed by the other party as a percentage or a fixed annual maintenance contribution? Select option and provide details.  □ Percentage: %  □ Fixed annual maintenance contribution: $\_\_\_\_\_\_\_\_\_\_\_  If the parties have selected “Fixed annual maintenance contribution”, complete the following:  □ Parties select the **default position**; or  □ Parties wish to specify own method of annual increase  (specify below)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Select the arrangements for reimbursement:  Timing for issue of an invoice by the party who paid the costs:  □ Monthly □ Quarterly  □ 6 monthly □ Annually  □ Other, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Timing for payment of that invoice:  □ 30 days □ 45 days  □ 60 days |
| If the parties have selected **Option 2**, complete this section. | Which party is responsible for arranging the maintenance works and paying in the first instance?  □ School Council □ Community Partner  Which party will determine how much each party is entitled to use the Facility? *Note: This is usually the party who owns or manages the land, so for school land it will be the School Council*.  □ School Council □ Community Partner  Select the arrangements for reimbursement:  Timing for issue of an invoice by the party who paid the costs:  □ Monthly □ Quarterly  □ 6 monthly □ Annually  □ Other, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Timing for payment of that invoice by the other party:  □ 30 days □ 45 days  □ 60 days |
| If the parties have selected **Option 3**, complete this section.  If the parties are sharing the costs of maintaining shared areas, e.g. common areas, storage areas, access routes, car-parks, complete this section. | Describe what areas of the Facility will be maintained by each party:  The School Council is responsible for arranging and paying for all maintenance relating to the following areas:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  The Community Partner is responsible for arranging and paying for all maintenance relating to the following areas:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  □ Not applicable as no areas have shared financial responsibility. Move to **Section H**  In relation to the shared areas, identify who will arrange the maintenance and pay in the first instance:  □ School Council □ Community Partner  Select the arrangements for reimbursement:  Timing for issue of an invoice by the party who paid the costs:  □ Monthly □ Quarterly  □ 6 monthly □ Annually  □ Other, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Timing for payment of that invoice:  □ 30 days □ 45 days  □ 60 days  Specify the areas of shared financial responsibility:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Specify each parties financial contribution:  School Council share (of shared areas): \_\_\_\_\_ %  Community Partner share (of shared areas):\_\_\_\_\_\_ % |
| If the parties have selected **Option 4**, complete this section.  *Note: the Maintenance Schedule is to identify which party will arrange for the works and which party will pay for the works; if a proportion of the costs are to be reimbursed by the other party provide these details.* | □ Parties confirm they have attached a proposed Maintenance  Schedule to this Proposal. If the Facility is located on School  land, this Schedule is subject to Department approval. |
| If the parties have selected **Option 5**, complete this section. | Which party is responsible for arranging and paying for all maintenance for the Facility?   □ School Council □ Community Partner |
| If the parties have selected **Option 6**, complete this section.  *Note 1: The Operating Account is* ***not*** *intended to also cover Capital Expenditure. The parties can establish a separate Capital Reserve Account for this purpose (see* ***Item 22*** *below).*  *Note 2: If the Facility is on school land the School Council usually establishes the Operating Account.* | Which party will establish the Operating Account?  □ School Council □ Community Partner  Which party is responsible for arranging and paying for all maintenance for the Facility?   □ School Council □ Community Partner  Do the parties intend for the Facility to be self-funding (based on projections that this is feasible) or do the parties propose to contribute to the Operating Account?  □ The parties intend the Facility to be self-funding.  □ The parties intend to contribute to the Operating Account.  Identify the proposed annual contributions below and any  specific arrangements for payment:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  What does the Operating Account cover?  □ The Operating Account covers maintenance (see the Note in  the first section of this **Item 21**).  □ The Operating Account also covers the following operating  expenses *(eg. property damage insurance, utilities etc), Please list operating expenses*:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Parties to confirm that all of the revenue from the community hire of the Facility be paid into the Operating Account.  □ School Council confirms  □ Community Partner confirms  What other funds (if any) are to be paid into the Operating Account?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If there is a deficit in the Operating Account, as calculated on an annual basis, how do the parties propose to meet such deficit?  School Council responsibility \_\_\_\_\_\_\_\_\_\_ %  Community Partner responsibility \_\_\_\_\_\_\_\_\_\_ % |

# Section H Capital Works and Capital Expenditure

|  |  |
| --- | --- |
| **Item 22 RESPONSIBILITY FOR ARRANGING CAPITAL WORKS Clause 61** | |
| Which party is responsible for arranging the Capital Works for the Facility? Payment for these Capital Works i.e. Capital Expenditure is covered in **Item 23** below.  Choose from **Options 1, 2 and 3** as explained in the **Instructions**. | □ **Option 1** - One party is responsible for arranging all  Capital Works in respect of the Facility.  □ **Option 2** - The parties agree to share responsibility for  arranging Capital Works according to the area of the  Facility involved.  □ **Option 3** - The parties have agreed to identify which of  them will arrange what Capital Works in a Schedule. This  may be a separate schedule or the parties may combine it  with a Maintenance and/or Capital Expenditure Schedule  (see also **Item 23** below). |
| If the parties have selected **Option 1**, complete this section.  The party responsible for arranging the Capital Works will undertake these works based on the Capital Works Plan and in consultation with the other party. The parties however can elect for the party responsible for arranging the Capital Works to obtain written consent prior to the Capital Works being undertaken if the expected cost exceeds an annual limit or a specified amount per item. Parties to advise. | Which party is responsible for arranging all Capital Works?  □ School Council □ Community Partner  Do the parties wish to obtain written consent prior to undertaking Capital Works?  □ Yes □ No; if no go to **Item 23**  If Yes complete the following:  □ Annual Limit □ Item Limit  If annual limit, specify the amount per annum when consent is required, e.g. annual Capital Works will exceed $40,000  Annual limit: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If consent relates to each item of Capital Works specify this amount, e.g. estimated cost of each item $ 20,000  Cost per Capital Works item: $\_\_\_\_\_\_\_\_\_\_\_\_ |
| If the parties have selected **Option 2**, complete this section. | Describe how the responsibility for arranging Capital Works will be shared between the parties by reference to the areas of the Facility.  Areas for which the School Council is responsible:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Areas for which the Community Partner is responsible: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| If the parties have selected **Option 3**, complete this section | □ Parties confirm they have attached a proposed  Capital Works Schedule to this Proposal (or addressed the  responsibility for Capital Works in a combined Schedule). |

|  |  |
| --- | --- |
| **Item 23 RESPONSIBILITY FOR CAPITAL EXPENDITURE** | |
| How have the parties agreed to share Capital Expenditure for the Facility i.e. payment for Capital Works?  Choose from **Options 1, 2, 3, 4 and 5** as explained in the **Instructions**.  *Note 1: If the Community Partner is not a local government authority and the Facility is located on School land, the Department requires the parties to use Option 1 - the establishment of a Capital Reserve Account.*  *Note 2: If the Facility is a stadium, the parties must adopt the Department’s template maintenance and capital schedules. Contact the Department for further information and a copy of these schedules.* | □ **Option 1** - The parties have agreed to establish a  Capital Reserve Account to which they will jointly contribute  an annual amount towards the payment of all Capital  Expenditure in respect of the Facility and which will  accumulate over time.  □ **Option 2** - One party is responsible for all Capital Expenditure in respect of the Facility.  □ **Option 3** - The parties have agreed to share responsibility   for Capital Expenditure by each contributing an agreed   percentage of such costs, as and when the costs arise.  □ **Option 4** - The parties have agreed to share responsibility for Capital Expenditure according to the area of the Facility involved. This Option usually applies where there is little or no overlapping use of the different areas of  the Facility. This Option may include some areas of shared responsibility (such as common areas or whole of  building costs e.g. replacement of services).  □ **Option 5** - The parties have agreed to share Capital  Expenditure as set out in a Schedule. This may be a   separate schedule or the parties may combine it with a   Maintenance and/or Capital Works Schedule (see **Items 21**  and **22** above). |
| If the parties have selected **Option 1**, complete this section.  *Note 1: The* ***default position*** *for facilities located on School land is a combined annual Capital Reserve Contribution of 1.5% of the total cost of the works (see* ***Item 7****) during the Initial Term of the Agreement, increasing to 2% of the total cost of the works during the Further Term. The parties need to agree how much they will each contribute towards this annual contribution. Default contribution position is parties to contribute equally, that is, 50% of 1.5% (or 2%) as the case may be.*  *Note 2: Alternatively, should the parties wish to design their own schedule of contributions to the Capital Reserve Account, they must provide their Capital Works projections to demonstrate the adequacy of the proposed contributions.* | Which party will establish and maintain the Capital Reserve Account?  □ School Council □ Community Partner  How much do the parties propose to contribute annually to the Capital Reserve, starting from 12 months after the Facility commences operation?  □ Parties select the **default position**  If parties wish to contribute a different percentage than the default contribution position, that is, 50% each, please specify percentage:  School Council contribution: \_\_\_\_\_\_\_\_\_\_\_\_\_ %  Community Partner contribution: \_\_\_\_\_\_\_\_\_\_\_\_\_ %  **or**  □ Parties wish to design their own schedule of contributions  (specify below or attach as a separate document)  School Council contribution: $  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Community Partner contribution: $  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  □ If the parties have chosen to design their own schedule of  contributions, attach a copy of the parties' Capital Works  projections to this Proposal. |
| How will the School Council and Community Partner fund any deficit in the Capital Reserve Account?  School Council \_\_\_\_\_\_\_\_% Community Partner \_\_\_\_\_\_\_\_% |
| If the parties have selected **Option 2**, complete this section. | Which party is responsible for paying for all Capital Expenditure?  □ School Council □ Community Partner |
| If the parties have selected **Option 3**, complete this section. | Which party is responsible for payment of Capital Expenditure in the first instance?  □ School Council □ Community Partner  What percentage will be reimbursed by the other party?   \_\_\_\_\_\_\_\_\_\_\_\_ %  Select the arrangements for reimbursement:  Timing for issue of an invoice by the party who paid the costs:  □ Monthly □ Quarterly  □ 6 monthly □ Annually  □ Other, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Timing for payment of that invoice:  □ 30 days □ 45 days  □ 60 days |
| If the parties have selected **Option 4**, complete this section. | Describe how Capital Expenditure will be shared between the parties by reference to the areas of the Facility.  Areas for which the School Council is responsible: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Areas for which the Community Partner is responsible: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Areas of shared responsibility (if any): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  School Council share (of shared areas): \_\_\_\_\_ %  Community Partner share (of shared areas):\_\_\_\_\_\_ % |
| If the parties have selected **Option 5**, complete this section. | □ Parties confirm they have attached a proposed Schedule to  this Proposal. The parties may provide a combined  Maintenance, Capital Works and Capital Expenditure  Schedule. |
| **Item 24 CAPITAL WORKS PLANS** | |
| Parties confirm they agree to generate, and update annually, rolling 5 year **Capital Works plans** for the Facility. | □ School Council agrees □ Community Partner agrees |

# Section I Utilities and Telecommunications

|  |  |
| --- | --- |
| **Item 25 UTILITIES SUPPLIED TO THE FACILITY AND METERING ARRANGEMENTS** | |
| What utilities are supplied to the Facility?  *Note: If the School Council is responsible for the cost of electricity gas and/or water to the Facility and there is no reimbursement from the Community Partner separate metering is not necessary.* | If any utilities (Water, Electricity, Gas) are supplied to the Facility, complete **Items 26, 27 and 28** as applicable.  □ There are no utilities supplied to the Facility.  **Go to Item 29**. |
| **Item 26 WATER** | |
| Where mains water is supplied to the Facility, which party is responsible for the cost of any mains water supplied to the Facility? If this is to be shared, specify which party will pay in the first instance and how the cost is to be shared e.g. based on a percentage or according to entitlement to use the Facility. | **Is Water supplied to the Facility?**  □ Yes □ No  If there is no Water supplied **go to** **Item 27**  If supplied, will water be metered separately:  □ Yes □ No  Insert any additional specific details about metering arrangements here:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Will the costs be paid from the Operating Account? Parties MUST have selected Option 6 in Item 20 above to select Yes.  □ Yes If yes, **Go to Item 27**  □ No  If No complete the following:  □ **Option 1** One party is responsible for paying 100% of the cost of water supplied to the Facility with no reimbursement.  Specify which party:  □ School Council □ Community Partner  responsible responsible  □ **Option 2** One party is responsible for paying 100% of the cost of water supplied to the Facility in the first instance with the other party reimbursing an agreed percentage.  Specify which party will pay in the first instance:  □ School Council □ Community Partner  responsible responsible  Specify the percentage of reimbursement: \_\_\_\_\_\_\_\_\_\_%  □ **Option 3** One party is responsible for paying 100% of the cost of water supplied to the Facility in the first instance with the other party reimbursing based on entitlement to use the Facility.  Specify which party will pay in the first instance:  □ School Council □ Community Partner  responsible responsible  Note: It is assumed that the party responsible for payment in the first instance will calculate the amount to be reimbursed, unless the parties advise otherwise.  Where the mains water supplied to the Facility is not separately metered, how have the parties agreed to calculate the value of water supplied to the Facility separate from water supplied to other buildings or facilities located on the Land?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  If **Option 2** or **3** selected specify the arrangements for reimbursement:  Timing for issue of an invoice by the party who paid the costs:  □ Monthly □ Quarterly  □ 6 monthly □ Annually  □ Other, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Timing for payment of that invoice:  □ 30 days □ 45 days  □ 60 days |
| Is it envisaged that the parties may need to purchase additional (non mains) water for the Facility, for instance if the Facility is a grassed oval and there are water restrictions in place? | □ Yes □ No   □ Not applicable  If the answer is yes, how do the parties propose to purchase such water and share the cost?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Item 27 ELECTRICITY** | |
| Where electricity is supplied to the Facility, which party is responsible for the cost of any electricity supplied to the Facility and how have the parties agreed to share the costs | If there is no Electricity supplied **Go to** **Item 28**  **Is Electricity supplied to the Facility?**  □ Yes □ No  If supplied, will electricity be metered separately:  □ Yes □ No  Insert any additional specific details about metering arrangements here:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Will the costs be paid from the Operating Account? Parties MUST have selected Option 6 in Item 20 above to select Yes.  □ Yes If yes, **Go to Item 28**  □ No  If No complete the following:  □ **Option 1** One party is responsible for paying 100% of the cost of electricity supplied to the Facility with no reimbursement.  Specify which party:  □ School Council □ Community Partner  responsible responsible  □ **Option 2** The parties will each pay for the cost of electricity based on separate meters or sub-meters for different areas of the Facility.  What areas are metered to the School Council?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  What areas are metered to the Community Partner?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  □ **Option 3** One party is responsible for paying 100% of the cost of electricity supplied to the Facility in the first instance with the other party reimbursing an agreed percentage.  Specify which party will pay in the first instance:  □ School Council □ Community Partner  responsible responsible  Specify the percentage of reimbursement: \_\_\_\_\_\_\_\_\_\_%  □ **Option 4** One party is responsible for paying 100% of the cost of electricity supplied to the Facility in the first instance with the other party reimbursing based on entitlement to use the Facility.  Specify which party will pay in the first instance:  □School Council □ Community Partner  responsible responsible  Note: It is assumed that the party responsible for payment in the first instance will calculate the amount to be reimbursed, unless the parties advise otherwise.  If **Option 3** or **4** selected specify the arrangements for reimbursement:  Timing for issue of an invoice by the party who paid the costs:  □ Monthly □ Quarterly  □ 6 monthly □ Annually  □ Other, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Timing for payment of that invoice:  □ 30 days □ 45 days  □ 60 days |
| **Item 28 GAS** | |
| Where gas is supplied to the Facility, which party is responsible for the cost of any gas supplied to the Facility and how have the parties agreed to share the costs? | If there is no Gas supplied **Go to** **Item 29**  **Is Gas supplied to the Facility?**  □ Yes □ No  If supplied, will gas be metered separately:  □ Yes □ No  Insert any additional specific details about metering arrangements here:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Will the costs be paid from the Operating Account? Parties MUST have selected Option 6 in Item 20 above to select Yes.  □ Yes If yes, **Go to Item 29**  □ No  If No complete the following:  □ **Option 1** One party is responsible for paying 100% of the cost of gas supplied to the Facility with no reimbursement.  Specify which party:  □ School Council □ Community Partner  responsible responsible  □ **Option 2** One party is responsible for paying 100% of the cost of gas supplied to the Facility in the first instance with the other party reimbursing an agreed percentage.  Specify which party will pay in the first instance:  □ School Council □ Community Partner  responsible responsible  Specify the percentage of reimbursement: \_\_\_\_\_\_\_\_\_\_%  □ **Option 3** One party is responsible for paying 100% of the cost of gas supplied to the Facility in the first instance with the other party reimbursing based on entitlement to use the Facility.  Specify which party will pay in the first instance:  □School Council □ Community Partner  responsible responsible  Note: It is assumed that the party responsible for payment in the first instance will calculate the amount to be reimbursed, unless the parties advise otherwise.  If **Option 2** or **3** selected specify the arrangements for reimbursement:  Timing for issue of an invoice by the party who paid the costs:  □ Monthly □ Quarterly  □ 6 monthly □ Annually  □ Other, specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Timing for payment of that invoice:  □ 30 days □ 45 days  □ 60 days |
| **Item 29 TELECOMMUNICATIONS** | |
| Which party is responsible for paying for any telephone, internet and other telecommunication charges for the Facility, or will these charges be shared between the School Council and the Community Partner? | □ Not applicable as there are no Telecommunications provided  **Go to Item 30**  Will the costs be paid from the Operating Account? Parties MUST have selected Option 6 in **Item 21** above to select Yes.  □ Yes If yes, **Go to Item 30**  □ No  If No complete the following:  □ School Council □ Community Partner   □ Shared  Details of sharing arrangement:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Item 30 ADDITIONAL FINANCIAL OBLIGATIONS** | |
| School Council and Community Partner to confirm their additional financial obligations in relation to the operation of the Facility. | The School Council and the Community Partner are each responsible for the cost of employing staff and engaging contractors and any other costs or expenses in relation to their use of the Facility and the performance of their obligations in respect of the Facility  □ School Council confirms  □ Community Partner confirms  The Community Partner confirms it is responsible for any Statutory Charges payable in respect of the Community Partner's use or occupation of the Facility. *Note: The School Council is not required to pay any Statutory charges in respect of its use of the Facility for the purposes of the School.*  □ Community Partner confirms  The School Council and the Community Partner are each responsible for the cost of any service call outs in relation to the security or fire safety of the Facility, if the call out was required due to their act of an act of their Personnel.  □ School Council confirms  □ Community Partner confirms |

## Section J Operational Phase Insurance

|  |  |
| --- | --- |
| **Item 31 INSURANCE ARRANGEMENTS F** | |
| The Community Partner confirms that it will arrange public liability insurance during the Licence Term with $20 million cover per event.  *Note: The School Council is covered by the Department's umbrella policy.* | □ Community Partner confirms |
| Which party is responsible for arranging insurance in respect of property damage for the Facility and apparatus and equipment kept in or on the Facility?  *Note 1: If the Facility is on School land, the parties are required to insure the Facility separately from the Department's umbrella property damage policy on the basis that the Facility is partly or completely outside the School's entitlement. If the Community Partner obtains this insurance, then it must name the Minister and the School Council as insureds.*  *Note 2: The parties can agree to not insure apparatus and equipment located at the Facility. If this is the case tick either option 3 or 4.*  *Note 3: Depending on the type of Facility and subject to the Department’s approval, the parties can elect not to take out insurance cover, Option 5. This option will be considered for approval if the Facility does not relate to a structure or is an outdoor sporting area and does not include a synthetic surface, e.g. a grassed oval.* | □ **Option 1 -**School Council responsible for arranging insurance for damage to the Facility and all apparatus and equipment located at the Facility, whether belonging to the School Council or the Community Partner. [Note: this option **includes** apparatus and equipment]  □ **Option 2 -**Community Partner responsible for arranging insurance for damage to the Facility and all apparatus and equipment located at the Facility, whether belonging to the School Council or the Community Partner. [Note: this option **includes** apparatus and equipment]  □ **Option 3 -** School Council responsible for arranging insurance for damage to the Facility and the School Council and the Community Partner will each separately insure that apparatus and equipment located at the Facility which  belongs to it. [Note: this option **excludes** apparatus and equipment]  □ **Option 4 -** Community Partner responsible for arranging insurance for damage to the Facility and the School Council and the Community Partner will each separately insure that apparatus and equipment located at the Facility which belongs to it. [Note: this option **excludes** apparatus and equipment]  □ **Option 5 –** The School Council and the Community Partner have agreed to not insure for damage to the Facility or any apparatus and equipment located at the Facility. |
| How is the cost of such property damage insurance to be apportioned between the School and Community Partner? | Will the costs be paid from the Operating Account? Parties MUST have selected Option 6 in Item 20 above to select Yes.  □ Yes If yes, **Go to Item 32**  □ No  If No complete the following:  School Council \_\_\_\_\_\_\_ % Community Partner \_\_\_\_\_\_\_ %  Which party will arrange and pay for the policy in the first instance?  □ School Council □ Community Partner  What are the reimbursement arrangements (if applicable)?  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| The Community Partner confirms that it will arrange worker's compensation insurance as required by law.  *Note: The School Council is covered by the Department's umbrella policy.* | □ Community Partner confirms |

# Section K Consultation between the Parties

|  |  |
| --- | --- |
| **Item 32 CONSULTATION MODEL** | |
| The parties are to meet on a regular basis during the Licence Term and each party will appoint an authorised representative. Default position for timing of meetings is every 6 months unless the parties specify otherwise.  The parties can also elect to establish an Advisory Group | □ School Council confirms  □ Community Partner confirms   Frequency of meetings:  □ Parties select the **default position**; or  □ Parties wish to specify their own frequency:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Do the parties wish to establish an Advisory Group  □ Yes □ No  If yes select desired frequency of Advisory Group meetings.  □ Monthly □ Quarterly  □ 6 monthly □ Other (please specify)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

# 

## Section L Final Checklist

|  |  |
| --- | --- |
| **PARTIES TO COMPLETE THE FOLLOWING CHECKLIST** | |
| 1. Was regional endorsement for the proposed Facility obtained | □ Yes |
| 1. Is a plan of the Land attached unless the Facility is to be located on School land owned or managed by the Department? | □ Yes  □ Not Applicable |
| 1. Are the concept plans for the Facility attached? | □ Yes |
| 1. Have the parties completed and attached the projected revenue and operating expenses for the Facility? | □ Yes |
| 1. Are the maintenance and capital works schedule(s) attached? This is only applicable if Option 4 in Item 21 or if Option 3 in Item 22 above was selected. | □ Not applicable  □ Maintenance  □ Capital Works  □ Combined |
| 1. Do the parties acknowledge that, if the Facility is to be located on School land, they must first obtain the written approval of the Department before tendering for the construction or development of the works or entering into the Building Contract? | □ School Council acknowledges  □ Community Partner acknowledges |
| 1. Do the parties agree to the Core Clauses in the template Community Joint Use Agreement, as explained in the Guide to Understanding and Developing Community Joint Use Agreements? | □ Yes |

|  |  |
| --- | --- |
| **SIGNATORIES TO THIS PROPOSAL** | |
| We understand that the purpose of this **Community Joint Use Proposal** is to provide key information about the proposed community joint use arrangement and to outline the basis on which the parties propose to enter into a legally binding **Community Joint Use Agreement** with the Minister.  We understand that this Proposal is a proposal by the parties only. It is neither intended to be nor is a legally binding agreement and it is subject to the Minister's approval. | |
| Signature of School Principal    Name of School Principal  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Signature of Community Partner    Name of Community Partner  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **REGIONAL ENDORSEMENT** | |
| Region |  |
| Name of Area Executive Director |  |
| Is the Proposal complete including all attached documents? | □ Yes □ No If no, the Proposal must be  returned to the parties with the  missing information highlighted. |
|  | By endorsing the Proposal the Area Executive Director confirms it has evaluated and determined that the proposed project will have no adverse impact on current or future school provision needs. |
| Signature of Area Executive Director endorsing completed Proposal | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

|  |  |
| --- | --- |
| **For Department Use Only** | |
| Agreement Type (complexity) |  |
| Responsible Project Officer |  |
| Other Comments |  |

If you require any assistance in completing this form in the first instance please contact Ms Paula Grani Property Unit, Victorian School Building Authority, Department of Education and Training on 7022 2660 or via email [Paula.Grani@education.vic.gov.au](mailto:Paula.Grani@education.vic.gov.au) or Mr Adam Binns, Manager, Property Agreements and Land Regeneration, Property Unit, Victorian School Building Authority, Department of Education and Training on 7022 2642 or via email [Adam.Binns@education.vic.gov.au](mailto:Adam.Binns@education.vic.gov.au)