Date:

Insert name and institution number of the School

And

Insert name of the Occupant

of

Insert address of the Occupant

Casual Use Agreement in relation to school premises

1 The School Board (the Board) is the controlling authority for the School and has agreed to enter into this casual use agreement to allow the Occupant to use the Premises for the Permitted Use on the terms and conditions set out in this letter (Agreement).

2 Except where otherwise stated, capitalised terms used in this Agreement have the meaning given to them in the Schedule to the Agreement.

3 The New Zealand School Property Agency (NZSPA) Board has authorised the Board to enter into this Agreement pursuant to a Gazette Notice published under Section 163 of the Education and Training Act 2020.

Grant of right to occupy

4 The Board grants you a non-exclusive right to use the Premises during the Hours of Use commencing on the Commencement Date and expiring on the Expiry Date, on the terms and conditions set out in this Agreement.

5 You acknowledge that the Premises form part of the School which is controlled and managed by the Board as part of its statutory responsibilities, including under the Education and Training Act 2020, which prevail over the terms of this

Agreement.

Payments

6 Throughout the Term, you will pay to the Board:

a. the Occupancy Fee, to be paid immediately upon the execution of this Agreement and thereafter on the Payment Dates, as specified in the Schedule; and

b. the Bond, which will be refunded after your property (and that of your invitees, if any) has been removed from the Premises, and the Premises left in a satisfactory condition in terms of paragraph 8;

c. all costs and expenses arising from your use and occupation of the Premises including (without limitation) the Expenses; and

d. any GST which is payable by the Board in respect of any of the amounts payable by you under this Agreement.

7 If you default in payment of any of the amounts payable by you under this Agreement for 10 working days after the due date for payment, then you will also be obligated to pay, on demand by the Board, default interest on unpaid monies at a rate of 4% per annum above the overdraft rate charged by the Board's registered bank.

Expiry or Termination

8 At the end of the term or earlier termination of this Agreement, you will remove all of your property (including any property of your invitees if any) from the Premises, and leave the Premises in a clean, safe and tidy condition to the complete satisfaction of the Board. If you fail to remove any of your chattels, furniture or other property from the Premises by the date which this Agreement expires or is terminated, the Board may dispose of any such property remaining on the Premises and recover the cost of such disposal from you, including by way of deducting any such costs from the Bond.

9 Notwithstanding any other provision of this Agreement, the Board or the NZSPA may terminate this Agreement at any time by giving you a minimum of 2 weeks' notice in writing.

10 The Board may terminate this Agreement at any time without notice if you are in breach of any covenant or agreement on your part expressed or implied in this Agreement, provided that such termination will be carried out consistently with sections 244 and 245 of the Property Law Act 2007.

11 You are not entitled to any compensation, damages or claim of any kind for any

early termination of this Agreement under paragraphs 8 – 9 of this Agreement, but termination will be without prejudice to either party's rights arising by virtue of any antecedent claim or breach existing at the termination date.

Occupant's rights and obligations

12 You are not responsible for insuring the Premises for catastrophic loss. However, the NZSPA reserves the right to seek compensation, including any costs for recovery, for any loss or damage caused by your or your invitee's or agent's, use and occupation of the Premises. You acknowledge that the Crown, the NZSPA and the Board shall have no liability for damage or loss to School buildings or facilities or the Premises. You are responsible for insuring your own contents.

The Occupant acknowledges that the NZSPA strongly recommends that the Occupant maintains a policy of public liability insurance to a value of not less than $2,000,000 during the Term and recommends the Occupant to seek independent advice on appropriate insurance requirements.

13 You must, at your own cost, regularly remove all rubbish created by your use of the Premises, leave the Premises in a neat and tidy condition following your use, and promptly repair any damage caused to the Premises by you or any your invitees. If you fail to do so, the Board may, in addition to its other rights, repair any damage and recover the costs from you, including (at the Board's option) by deducting such costs from the Bond.

14 You will comply with and observe the Board's health and safety policy and procedures, the Health and Safety at Work Act 2015 and any relevant Regulations or Codes of practice under that Act and any NZSPA requirements in the use and occupation of the Premises. You will provide to the Board, if demanded, a health and safety policy and management plan for the Premises having regard to your intended use and occupation of the Premises. The Board may make recommendations to such plan or any revised plan from time to time which you must comply with.

15 You will use the Premises only for the Permitted Use.

16 You will not bring or store within the Premises (nor allow to be brought upon or stored within the Premises) any goods or things of any offensive, noxious, illegal or dangerous nature which could cause damage to School buildings or other facilities, or affect the health and safety of any person on the Premises.

17 You will not allow any act or thing to be done which may be or grow to be a nuisance or annoyance to the Board or any other person and generally and you will use the Premises in a clean, quiet and orderly manner free from nuisance,

disturbance or annoyance to any person.

18 You may not place or display any signage or advertising on the Premises (except with the written permission of the Board).

19 You may not make any alterations to the Premises or construct any buildings, structures or other improvements on the Premises.

20 You must comply with all relevant legislation, regulations and bylaws affecting the Premises and your use of the Premises, and must not cause or allow any act on the Premises that would cause nuisance or annoyance to any neighbouring property, or any contamination of the Premises. You must, at your own cost, obtain and comply with any resource consents, permits and other planning approvals required for the Permitted Use of the Premises.

21 Prior to expiry or early termination of this Agreement, you will vacate the Premises and leave the same in a clean and tidy condition, with all your chattels, equipment, furniture and property removed from the Premises.

No warranties and indemnity

22 The Board makes no warranty or representation that the Premises are fit for any particular use, and you acknowledge that you have entered into this Agreement completely in reliance upon your own skill and judgment. You agree to occupy and use the Premises at your own risk and release the Board from any claim for any loss or damage you may suffer or incur.

23 You indemnify the Board against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by the Board (or the School, the Crown or the NZSPA) as a direct or indirect result of any breach of your obligations, undertakings or warranties contained or implied in this Agreement, or as a direct or indirect result of your activities on the Premises.

General matters

24 You must meet all costs and expenses (including legal costs on a solicitor/client basis) which the Board may incur in enforcing its rights under this Agreement, and all costs reasonably incurred by the Board in preparing, negotiating and (if applicable) varying this Agreement.

25 This Agreement is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this Agreement or in the Premises to or with any other person.

26 This Agreement is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between you and the Board regarding your use of the Premises. Any amendments to this

Agreement must be recorded in writing and signed by both you and the Board.

27 This Agreement may be executed in two or more counterparts, all of which will together constitute one and the same Agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party by email. Please confirm your acceptance of these terms and conditions by signing the enclosed copy of this letter and returning it to us.

The terms of the Agreement granted by this document are agreed and accepted:

The terms of the Agreement granted by this document are agreed and accepted for and on behalf of the **Board** by an authorised signatory Signed: Name: Role: Date:	The terms of the Agreement granted by this document are agreed and accepted for and on behalf of the **Occupant** Signed: Name: Role: Date:

SCHEDULE

Occupant	means the occupants legal name, also referred to as you/ your throughout this Agreement. [Insert name of the Occupant]
Commencement Date	[Click or tap to enter a date]
Expiry Date	[Click or tap to enter a date]
Term	means the period commencing on the Commencement Date and expiring on the Expiry Date.
Permitted Use	means the occupancy purpose. e.g., provision of after school care services/community use of playing fields/provision of swimming lessons etc.
Premises	means a description of the part of the School that the Occupant will use. e.g., the Hall kitchen, Room 3 As shown on the plan attached to this agreement.
Hours of Occupancy	means the times of day and week that the Occupant will use the Premises. e.g., 3pm to 5pm Mondays and Wednesdays during the School Term

Occupancy Fee	$ plus GST (if any) per
Bond	$ plus GST (if any)
Expenses	means the following costs and expenses associated with the Occupant's use of the Premises: use this field for any additional fees that are not already captured in the Occupancy Fee. i.e. photocopying charge, lost key charge, cleaning fee. Remember to include the frequency. e.g. per school term, per year, per lost key event and how you will work out the cost.
Payment Dates	The Commencement Date, and the day of each and thereafter.
School Board	means the School Board for the School
School	means [insert name of the School]

Other Agreed Details

Note that where the Other Agreed Details conflict with the standard terms of this agreement, the standard terms of this agreement take precedence.

If this is unacceptable, please submit a Third-Party Occupancy Application Form for NZSPA consent.

PLAN

Attach a plan of the site. A good plan:

- Outlines the areas that will be used by the Occupant.
- Identifies how the Occupant and their invitees will access the site.
- Identifies where the Occupant and their invitees will park their vehicle(s).

Site Plan (example)

(i.e. A map of the school, with the area that the proposed third party will use clearly marked.)



Features of a good plan:

- Screenshot from Google Maps that shows wider context (broader school site, the road name). Use "Ctrl + Windows + S" to make a screenshot.
- The areas of use are outlined, including an access path showing how the occupant will get to the building.
- The areas of use are labelled. Buildings are labelled with names that match other records (i.e. K2 records or the names the school uses).
- You can draw the boundaries by hand and we will prepare a digital version for the agreement. However, to make your own digital map:
  - Paste the screenshot from Google Maps into Paint and use the "polygon" tool (looks like an 'L') to outline the areas of use.
  - Next, copy and paste the plan from Paint into a Word doc to "insert" "shapes" as labels.