

Property Occupancy Document for (non-integrated) state schools

Ministry of Education

2022

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Definitions and interpretations

‘Asbestos management plan’ means the plan defined in the Health and Safety at Work (Asbestos) Regulations 2016 under section 13.

‘Board’ means the School Board or Board of Trustees of any (non-integrated) state *school* constituted under the Education and Training Act 2020.

‘Building’ or ‘Buildings’ means all fully or partially enclosed structures at a *school*, (including the associated core services and infrastructure) used for teaching, administration, recreation and storage.

‘Building Warrant of Fitness’ or ‘BWOF’ means the certificate supplied annually in accordance with section 108 of the Building Act 2004 to the *territorial authority* by the owner of a *building* for which a *compliance schedule* has been issued.

‘Caretaker housing’ means housing adjacent to or near a *school* to accommodate caretakers.

‘Capital funding’ means the funding the *Ministry* gives *Boards* to undertake *capital works*.

‘Capital works’ means any *Ministry* approved work to develop and construct new *Ministry* owned *buildings* or replace or substantially upgrade existing *Ministry* owned *buildings* where, as a result, a new asset is created in the *Ministry’s* balance sheet, or an existing asset is re-valued.

‘Compliance schedule’ means a schedule in terms of section 103 of the Building Act 2004 stating the *specified systems* that are covered, the performance standards for the *specified systems*, and the inspection, maintenance, and reporting procedures to be followed to ensure that those systems are capable of, and are, performing to the performance standards.

‘Condition assessment’ means an assessment commissioned by the *Ministry* to ascertain the condition of *Ministry* owned *buildings*.

‘Discretionary funding’ means funding available to *Boards* excluding *Ministry* funding.

‘Emergency work’ means non-discretionary work that could not have been foreseen and that needs to be undertaken immediately to ensure the health and safety of *building* occupants.

‘Equipment’ includes all loose items of teaching, administrative and *maintenance* equipment, including ICT equipment, which could not be regarded as consumable and therefore expensed in the year of purchase.

‘Facilities’ means any improvements to the land other than *buildings*.

‘Furniture’ means moveable furniture items not permanently fixed to a *building’s* structure, such as tables, chairs, appliances and desks.

‘HSWA’ means the Health and Safety at Work Act 2015.

‘Independent qualified person’ or **‘IQP’** means a person (or firm) approved by a *territorial authority* as qualified to inspect, maintain and report on the *specified systems* in a *compliance schedule*.

‘Land’ means all the land contained within the legal boundaries of a *school* and includes recreation areas, disused land, detached and leased sites making up the *school*.

‘Legitimate space’ means surplus space a *school* uses to provide or host *Ministry* approved programmes funded by the *Ministry* and other government agencies.

‘Maintenance’ means all works necessary to keep the *property* at the *school* in a good state of repair.

‘Ministry’ means the Ministry of Education acting by and through the *Secretary for Education*.

‘Operational funding’ means the money a *Board* receives from the *Ministry* to implement the goals of the *school’s* charter, and for running the *school* (including undertaking *maintenance*).

‘PCBU’ means persons conducting a business or undertaking as defined in the *Health and Safety at Work Act 2015* under Section 17.

‘Project manager’ means a person engaged by a *Board* to manage *capital works* or *maintenance* at the *school*.

‘Project management requirements’ means the requirements specified by the *Ministry* which *Boards* are required to follow when undertaking *capital works* or *maintenance*.

‘Property’ means the *land, buildings* and *facilities*, and includes *furniture* and *equipment*.

‘Property Plan’ means the plan prepared to identify *capital works* and *maintenance* needs for *Ministry* owned *buildings* over the lifecycle of the buildings.

‘Risk Management Scheme’ refers to the scheme described on the *Ministry* website.

‘School’ means a state school as defined in the Education and Training Act 2020 under section 10.

‘School Building Insurance Funding Programme’ refers to the funding programme described on the *Ministry* website.

‘School Property Guide’ means the *Ministry* formula for calculating each *school’s* floor area entitlement, based on the number of students the *school* has and the teaching area required.

‘Secretary for Education’ or **‘Secretary’** means the chief executive of the *Ministry*.

‘Specified system’ means a system or feature as defined in the Building Act 2004 under section 7.

‘Teacher housing’ means housing adjacent to or near a *school* to accommodate teachers and principals.

‘Territorial authority’ means, in terms of section 7 of the Building Act 2004, a city or district council named in Part 2 of Schedule 2 of the Local Government Act 2002.

‘Third party’ means any person or organisation other than the *Board* or the *Ministry* using the *property*.

‘Third party occupancy’ means the *Board and Secretary* approved use of a *school* or part of a *school* by a *third party*.

‘Vandalism’ means wilful damage to or loss of any part of the *property*, excluding arson and normal wear and tear.

General requirements

1. Purpose of this Property Occupancy Document (POD)

- a. The POD is a legal document that sets out the general roles and responsibilities of *Boards* and the *Ministry* in managing the *property*. It is similar to a lease agreement between the *Boards* of every (non-integrated) *school* and the *Ministry*.
- b. The primary purpose of the POD is to help *Boards* to understand their responsibilities in relation to managing the *property*. This will help the *Ministry* and *Boards* to work together to ensure that the *property* is kept to a standard that supports education outcomes.
- c. The *Secretary for Education* is empowered to establish this POD under section 161 of the Education and Training Act 2020, according to which, the *Secretary for Education* may specify terms and conditions applying generally to *land* and *buildings* occupied by *Boards*.

2. Application of this POD

- a. Subject to paragraph 2c, this POD applies to all (non-integrated) *schools* by virtue of its notification in the Gazette.
- b. *Boards* do not have to sign the POD for it to apply to their *school*.
- c. This POD does not:
 - i. apply to state-integrated schools or to private schools, where the proprietor owns or leases the *property*;
 - ii. apply to any *school* for which an alternative POD has been agreed, for example Public Private Partnership (PPP) *schools* where the *property* is the responsibility of the PPP provider; or
 - iii. override any existing licence or lease relating to a *property* unless the terms of the lease or licence permit it.
- d. This POD is to be read together with the information and guidance provided by the *Ministry*. Further information on managing the *property* is on the *Ministry* website, which provides detailed instructions on how to meet the POD requirements and is updated on a regular basis.

3. General operational requirements

- a. *Boards* must comply with all current operational requirements for managing *property* including requirements as advised on the *Ministry* website, by notice in the New Zealand Gazette, or in any written notice to the *Board*.
- b. *Boards* are responsible for managing all operating costs associated with running the *school* including the *property*. The *Ministry* provides funds to assist *Boards* to meet their costs. The relevant funding components can be found on the *Ministry* website.

4. Health and safety responsibilities

- a. *Boards* have certain responsibilities under the *HSWA*. This section provides a high-level description of these responsibilities and those of other parties, such as the *Ministry* and suppliers, in the *school* context.
- b. The primary sources of information for health and safety responsibilities are the *HSWA* itself, the regulations made under the *HSWA*, and Worksafe New Zealand. It is recommended that *Boards* read the *Ministry's* school property health and safety guidance and guide to *HSWA* (available on the *Ministry* website) and visit worksafe.govt.nz and nzsta.org.nz for more health and safety guidance and factsheets.
- c. Under the *HSWA*, *PCBU* have certain responsibilities. The *Board*, as an entity, is the primary *PCBU* on a *school property*, as they are responsible for the *school's* day-to-day operation. *Boards* are responsible for ensuring that the *school* site, and all activities on the *school property*, meet the standards and requirements set out in the *HSWA* and relevant regulations and codes of practice made under the *HSWA*.
- d. Duties of *Boards* include managing health and safety risks, and ensuring the health, safety and wellbeing of their employees and students, as well as others who come into the *school*. This includes all tradespeople, volunteers and visitors.
- e. The health and safety duties of *Boards* include eliminating and minimising hazards on the *school* site, and ensuring the *property* is well maintained. To help fulfil these responsibilities, some of the steps *Boards* are to take include:
 - i. developing health and safety policies that are understood by all workers and reviewed regularly;
 - ii. maintaining a hazard register identifying health and safety hazards and risks at their *school*;
 - iii. taking steps to address these hazards and risks; and
 - iv. maintain an *Asbestos Management Plan* where asbestos has been identified or assumed to be present at their *school*.
- f. *Boards* must use the *operational funding* and *capital funding* provided by the *Ministry* to meet their health and safety costs. Additional funding is made available by the *Ministry* if the *Board* is unable to meet their health and safety costs.
- g. The *Ministry* and, where applicable, the landlord (where the *Ministry* is a tenant) also have *PCBU* duties on *school* sites. While *Boards* are responsible for the day-to-day management and control of the site, the *Ministry* and, where applicable, the landlord have governance responsibilities. As *PCBUs* sharing duties on the same site, the *Ministry* and, where applicable, the landlord and *Boards* have a duty to

consult, co-operate and co-ordinate on health and safety matters involving the *property*.

h. As part of these shared duties with the *Ministry*:

- i.** *Boards* must inform the *Ministry*, in a timely manner, of any notifiable event as described in section 25 of the *HSWA*.
 - ii.** in certain circumstances the *Ministry* may provide additional funding to a *Board* if an urgent health and safety issue arises and all other funding options have been exhausted.
- i.** There is more detailed information about managing health and safety on the *Ministry* website and on the Worksafe New Zealand website.

5. Fire and emergency management

- a.** *Boards* must ensure that the *property* and any works undertaken at the *property* comply with the relevant legislation and the *Ministry's* design requirements for fire safety and property protection set out in the *Ministry's* fire policy (available on the *Ministry* website).
- b.** *Boards* must comply with the Fire and Emergency New Zealand (FENZ) Regulations 2018 including (Fire Safety and Evacuation Procedures, and Evacuation Schemes). In particular, *Boards* of *schools* with fewer than 100 staff and students in regular attendance must maintain an evacuation 'procedure' and in *schools* with more than 100 students and staff in regular attendance *Boards* are in addition required to maintain a current FENZ evacuation 'scheme.'
- c.** Further information about the requirements for evacuation procedures and schemes can be found on the *Ministry* and FENZ websites.

6. The *Ministry* as owner

- a.** Where the *Ministry* is the owner of the *property*, the *Ministry* or its authorised agents may:
 - i.** inspect the *property* at all reasonable times after giving reasonable notice;
 - ii.** remove surplus *Ministry* owned *buildings*. The *Ministry* will give the *Board* reasonable notice before it removes any *Ministry* owned *buildings* and will make good any damage caused by the removal process;
 - iii.** demolish *Ministry* owned *buildings* which are no longer economical to maintain, or are structurally unsafe, or surplus, or are part of a project to replace the *building* or refurbish the *school*;
 - iv.** require a *Board* to maintain, on behalf of the *Ministry*, a particular *Ministry* owned *building* or *facility* declared surplus.

In such cases the *Ministry* funding of these *buildings* and *facilities* will continue to be paid; and

- v. give a *Board* three months' written notice to vacate the *property*, or any part of the *property*. The *Ministry* must consider any objections from the *Board* against the notice, and, if objections are raised, the *Secretary* will make the final decision on whether it requires the *Board* to vacate the *property*. The *Board* must comply with the *Secretary's* decision.

7. *Teacher Housing and Caretaker Housing*

- a. The *Board* must manage *Board* owned *teacher housing* and *caretaker housing*. These responsibilities include:
 - i. ensuring the *teacher housing* and/or *caretaker housing* complies with all current, relevant legislation for residential tenancies;
 - ii. complying with all relevant legislative requirements and obligations of landlords and building owners.
- b. The *Ministry* is responsible for all *Ministry* owned *teacher housing* and may undertake these responsibilities directly or through a national contractor.
- c. The *Board* must manage *Ministry* owned *caretaker housing*. The responsibilities of the *Board* include:
 - i. Complying with all relevant legislative requirements and obligations of landlords;
 - ii. setting and collecting the rent;
 - iii. remitting the rent to the housing contractor, who in turn remits this to the *Ministry* each month;
 - iv. paying rates;
 - v. maintenance work.
- d. The *Ministry* will fund the *Board* for the maintenance and operational expenses of *Ministry* owned *caretaker housing*.
- e. The *Ministry* will fund non-discretionary *capital works* for *Ministry* owned *caretaker houses* to keep houses in a safe and healthy condition.
- f. The *Board* is not required to insure *Ministry* owned *caretaker houses* and the *Ministry* is not required to replace a *Ministry* owned *caretaker house* that is totally destroyed. The *Ministry* may, at its discretion, fix damage under its catastrophic loss policy.

- g. Further information about managing *teacher housing* and *caretaker housing*, including a full list of *Board* responsibilities, can be found on the *Ministry's* website.

Property and infrastructure funding

8. Capital funding: The Property Plan and condition assessment

- a. Subject to paragraph 8b, the *Ministry* is responsible for providing *capital funding*. The *Ministry* is not responsible for funding:
 - i. work undertaken by the *Board*, with *Ministry* approval, using *discretionary funds* raised by the *Board*; and
 - ii. work undertaken on *Board* owned *property*. This includes work on the *Board* owned portion of a property where the property is jointly owned by the *Ministry* and the *Board*. *Boards* must fund work on *Board* owned *property* using *discretionary funding*.
- b. To receive *capital funding*, all *Boards* must have a current, approved *Property Plan* for their *school*. Its purpose is to identify *capital works* required on *Ministry* owned *property* over the lifecycle of the *Ministry* owned *property* and to prioritise *capital works* within a specified period of time to ensure *Ministry* owned *property* is maintained, modernised and its life extended, to facilitate and support good education outcomes at the *school*. The *Property Plan* and *condition assessment* must include any early childhood education (ECE) centres or other buildings occupied by a *third party* on the *school* that are *Ministry* owned and recorded as *legitimate space*, but excludes spaces that are occupied under a direct lease with the *Ministry*.
- c. The *Ministry* is responsible for engaging a consultant to work with the *Board* to prepare the *Property Plan* (as set out in the policy available on the *Ministry's* website).
- d. The consultant engaged to prepare the *Property Plan* will arrange a *condition assessment* of the *Ministry* owned *buildings* and *facilities* before preparing a *Property Plan*.
- e. The *Ministry* will not approve the *Property Plan* until it is satisfied that the following criteria are met:
 - i. the projects fit the *school's* budget;
 - ii. the projects address all health and safety, and essential *property* issues identified in the *condition assessment*;
 - iii. the *Board* has a current *BWOF* for the *building(s)* (if applicable);

- iv. the projects align with the *Ministry's* priorities for *capital funding*;
 - v. the *Board* has a plan approved by the *Ministry* to reduce surplus space or *property* no longer required under the *school's School Property Guide* entitlement; and
 - vi. the *Board* can show that it has complied fully with this POD.
- f. A *School's Property Plan* must be approved by the *Ministry* before any *capital works* are undertaken at the *school*.
 - g. Once the *Property Plan* is approved, the *Board* will undertake the *capital works* in the *Property Plan* in accordance with the *Ministry's project management requirements*.
 - h. Periodically the *Board* and the *Ministry* must formally review and update the *Property Plan*. The timeframes for *Property Plan* reviews and updates are determined by the *Ministry* and are detailed on the *Ministry* website.
 - i. If a *Board* fails to prepare or update the *Property Plan*, including the *condition assessment* as required, funding may be withheld.
 - j. If a *school* requires *emergency work* to be undertaken and does not have an approved *Property Plan*, the *Board* should contact their local *Ministry* office to get approval to access the necessary funding.
 - k. Further information about the *Property Plan* can be found on the *Ministry* website.

9. Other responsibilities regarding capital funding

- a. *Boards* are responsible for complying with all the conditions of *capital works* including the *Ministry's project management requirements* and *Ministry* design requirements, and all relevant bylaws and statutory requirements. *Boards* can find what qualifies as *capital works* on the *Ministry* website.
- b. *Boards* are also responsible for ensuring that *Board* managed projects remain within the allocated budget. The *Ministry* will not provide additional funding for *Board* managed projects that run over budget.
- c. Additional funding, above a *school's capital funding* allocation, will be paid either direct to the *school* or to the supplier, at the *Ministry's* discretion.
- d. Any *capital funding* that *Boards* receive must be spent on *capital works*.
- e. Funding for *capital works* that are not included in a *school's Property Plan* will be identified either on the *Ministry* website or by written notice to *Boards*.

- f. Where the *Secretary* considers that any *Board* managed projects on *Ministry* owned *property* can be managed more effectively or efficiently by the *Ministry*, the *Secretary* may, by written notice to the *Board*, direct the *Board* to transfer control and management of the project for that work to the *Ministry*.
- g. If given a direction by the *Secretary* to transfer control and management of the project to the *Ministry*, the *Board* must:
 - i. give all practicable assistance and reasonable access to the *Ministry* and its contractors including authority to act; and
 - ii. comply with all reasonable instructions given by the *Secretary*.

10. Maintenance

- a. *Boards* are responsible for all *maintenance* of *Ministry* owned and *Board* owned *property*. This includes any *legitimate space* occupied by a *third party*, including but not confined to ECEs (unless the *third party* has a direct lease with the *Ministry*).
- b. *Boards* must maintain *Ministry* owned and *Board* owned *property*:
 - i. to a standard that meets current trade standards of workmanship and complies with all relevant legislation, regulations, codes and standards; and
 - ii. In a way that ensures compliance with all *Ministry* requirements for building design, technical guidance, quality learning space guidelines and reference designs.
- c. The *Ministry* provides *operational funding* to pay for *maintenance* of *Ministry* owned *property*. *Boards* must maintain *Board* owned *property*, including, where the *property* is owned jointly by the *Ministry* and the *Board*, the *Board* owned portion of that *property* using *discretionary funding*.
- d. Information about the difference between *maintenance* and *capital works* can be found on the *Ministry* website.

11. Vandalism

- a. *Boards* must take all practicable steps to prevent *vandalism*.
- b. *Boards* will immediately undertake all *vandalism* repairs to relevant *Ministry* and legislative standards.
- c. The *Ministry* provides funds to assist *Boards* in repairing *vandalism* damage as part of their *operational funding* each year. *Boards* may apply for top-up funding if costs exceed funds available.

- d. *Vandalism* funding may only be used to repair *vandalism* damage to *Ministry* owned *property*. *Boards* must not use *vandalism* funding to repair *vandalism* damage to *Board* or *third party* owned *property*.
- e. Further information about *vandalism* funding for *schools* can be found on the *Ministry* website.

12. Furniture and equipment

- a. The *Ministry* will provide funding for *furniture* and *equipment* to furnish new and upgraded *Ministry* owned *buildings*, and *Ministry* owned *facilities* where the work is paid for with *capital funding*.
- b. *Boards* are responsible for maintaining, upgrading and/or replacing *furniture* and *equipment* at the *school*. The *Board* will receive *Ministry* funding for this purpose.
- c. *Boards* must keep an accurate asset register of all their *furniture* and *equipment*.
- d. Further information on *school furniture* and *equipment* can be found on the *Ministry* website.

Insurance

13. School Building Insurance Funding Programme

- a. The *Ministry's School Building Insurance Funding Programme* covers *Ministry* owned *buildings*, including the *Ministry* owned portion of *buildings* owned jointly with *Boards* and/or *third parties*.
- b. The *School Building Insurance Funding Programme* is managed centrally by the *Ministry*.
- c. The *Ministry* covers the annual costs of the insurance premium on wholly owned *buildings* and the *Ministry's* proportion of *buildings* jointly owned with *Boards*.
- d. Loss or damage costing over \$2,500 to repair that meets the criteria of the *School Building Insurance Funding Programme* is covered.

14. School buildings not covered by the School Building Insurance Funding Programme

- a. *Board* owned *buildings* and *third party* owned *buildings*, including the *Board* or *third party* owned portion of *buildings* jointly owned with the *Ministry*, are not covered by the *Ministry's* insurance.
- b. *Boards* and *third parties* are responsible for arranging insurance for any *Board* owned or *third party* owned *property* including the *Board* or *third party* owned portion of *buildings* jointly owned with the *Ministry*.

15. Contract Works Insurance

- a. Contract works insurance covers accidental loss and damage when construction works are taking place.
- b. When a *Board* project involves a *building* or other asset that is, or will be, owned or partly owned by the *Ministry*, the *Ministry's* Contract Works Insurance policy must be used by the *Board*.
- c. The *Ministry's* policy is free for *Boards* to use.
- d. If a project is wholly funded by the *Board* and on the *school's property*, the *Board* can choose either to use the *Ministry's* contract works insurance policy or arrange an alternative policy.
- e. Please see the *Ministry* Contract Works Insurance page on the *Ministry* website for further details on how to get covered under the *Ministry* Contract Works policy. You can talk to your *project manager* or *Ministry* Property Advisor who will be able to assist in explaining the coverage required and how to access coverage.

16. Insuring *school* contents

- a. *Boards* are responsible for arranging and maintaining contents insurance to cover their *school* for damage or loss to *school* contents. Contents include items like *furniture*, teaching materials and *equipment*.
- b. *Boards* can either:
 - i. arrange their own cover, or
 - ii. ask to be covered by the *Ministry's Risk Management Scheme* which offers full contents cover, cyber and public liability insurance.
- c. If a *Board* chooses to arrange their own contents insurance, the *Board* is responsible for paying for the premiums using their *operational funding*.
- d. If a *Board* chooses to be covered under the *Risk Management Scheme*, the levies to cover the insurance premium are deducted from their *operational funding* each quarter. The levies are based on a per-student cost and are recorded in the *school's operational funding* entitlement notice under "Risk Management".
- e. For further information on contents insurance and the current levy refer to the *Ministry* website.

Other *Board* responsibilities in relation to *school property*

17. Project management

- a. *Boards* must meet all the *Ministry's project management requirements* (which can be found on the *Ministry* website) when undertaking work on *buildings* and *facilities*, including the following:
 - i. appointing a suitably qualified *project manager* to manage the work especially any work that requires a building consent;

- ii. follow a fully contestable procurement process as detailed in the *Ministry's project management requirements*;
 - iii. ensure that all work complies with any relevant legislative, *territorial authority*, and *Ministry* requirements for building design, technical guidance and reference designs, including quality learning space guidelines; and
 - iv. ensure that it does not undermine the structural integrity of the *buildings* or affect the *BWOF* status of the *building*.
- b. *Boards* must provide the *Ministry* with all project documentation outlined in the *project management requirements*.
 - c. Where work on *buildings* and *facilities* is managed by the *Ministry*, the *Ministry* is responsible for meeting the *project management requirements*.
 - d. *Boards* must maintain a schedule of product warranties and meet any requirements for the application or continuation of such warranties.

18. Building Warrant of Fitness (BWOF) compliance

- a. A *territorial authority* will issue *Boards* with a *compliance schedule* under the Building Act 2004 if their *school* has certain *specified systems* and features such as fire alarms, emergency lighting systems, mechanical air conditioning and ventilation, or laboratory fume cupboards. A full list of *specified systems* can be found in the Building (Specified Systems, Change the Use, and Earthquake-prone Buildings) Amendment Regulations 2005.
- b. A *BWOF* shows that the *school's specified systems* comply with Building Code requirements. Meeting *BWOF* requirements is part of the *Board's* overall health and safety responsibilities.
- c. The *Ministry* will pay for and ensure *Boards' specified systems* are inspected annually for *BWOF* purposes. The *Ministry* has a service agent who will arrange an *independent qualified person (IQP)* to inspect and maintain the *specified systems* listed in the *compliance schedule*. *Boards* can find the details on how to contact the *Ministry's* service agent on the *Ministry* website.
- d. *Boards* must regularly inspect and maintain *specified systems* as part of their normal *maintenance* work and keep a detailed record of faults found and repair work undertaken to maintain the system for at least two years as evidence required for the *BWOF*. The *Ministry's* service agent will provide free training for the *school* staff member who will carry out these inspections.
- e. *Boards* must make sure that the *IQP* has access to the *school* when necessary to carry out an inspection in accordance with the specific requirements of the identified system under the *BWOF*.
- f. *Boards* are responsible for carrying out any work identified by an *IQP* which is needed to bring the *specified systems* up to *BWOF* standard.

- g. The *Ministry's* service agent will issue a *BWOF* to the *school* if the systems are found to be satisfactory and the *Board* must display the current, signed, original copy prominently where anyone coming into the *school* can see it.
- h. Further information about the *BWOF* for *school facilities* can be found on the *Ministry* website.

19. Emergency work

- a. If a *property*-related emergency occurs at the *school* the *Board* must contact the *Ministry* immediately.
- b. The *Board* may need to pay for any *emergency work* out of the *school's capital funding* or *operational funding* if the damage caused is not covered by the *Ministry's* insurance policy. *Boards* may apply for top-up funding if costs exceed funds available.
- c. Further information about *emergency work* can be found on the *Ministry* website.

20. Surplus *property* disposal

- a. *Boards* are required to release any *Ministry* owned *property* that is surplus to the *school's* entitlement under the *School Property Guide* to the *Ministry* for disposal.
- b. *Boards* are required to declare any *Board* owned *property* that is surplus to the *school's* entitlement under the *School Property Guide* to the *Ministry*. This includes *Board* owned *property* which has an associated trust, legislation, or other ownership agreement.
- c. *Boards* that dispose of *Ministry* owned school houses are eligible to receive 100% of the net sale proceeds. *Boards* that dispose of *Ministry* owned surplus *buildings* or *land* are eligible to receive 50% of the net sale proceeds.
- d. The net sale proceeds *Boards* receive from the disposal of *Ministry* owned *property* will be added to their *capital funding* allocation to be spent on agreed *property* projects and priorities.
- e. Further information about the disposal of surplus *property* can be found on the *Ministry* website.

21. *Board* funded *property*

- a. *Boards* must not acquire an interest in *land*, or any licence to occupy any *land*, without the consent of the Minister of Education under section 160 of the Education and Training Act 2020.
- b. *Boards* must also obtain the *Ministry's* consent before building on any *land* owned or leased by the *Ministry* or the *Board*.

- c. Where the *building* is jointly funded by the *Ministry* and the *Board*, the *Ministry* will pay the operating costs, including insurance, up to the *Ministry's* ownership share in the *building*.
- d. *Boards* must not use *Ministry* funding to maintain, repair or upgrade *Board* owned *property*.
- e. Further information about *Board* and *third party* funded and owned *property* is available on the *Ministry* website.

22. Disposal of *Board* funded *property*

- a. *Board* owned *buildings* or *facilities* that are separate or detachable from the *land*, may be disposed of by the *Board* by removal and sale.
- b. Where *Board* owned *buildings* are owned jointly with the *Ministry* and/or a *third party* the *Board* must obtain the *Ministry's* and/or *third party's* consent to the disposal and the net sale proceeds will be divided according to ownership share in the *buildings*.
- c. Disposal of *Board* owned *land* must meet all statutory, regulatory and government policy requirements.

Leasing or hiring school *property*

23. *Third party* occupancy

- a. When *Boards* let people or organisations use parts of the *school*, it is known as a *third party* occupancy. A *third party* occupancy applies, for example, when community groups hire the *school* hall, play groups rent an empty classroom, or groups want to use *buildings* or *facilities* for after-school care. *Boards* can find more information about leasing or licencing the *property* for a *third party* occupancy on the *Ministry* website.
- b. A *Board* may, with the consent of the *Secretary*, grant a lease or licence to occupy *property* to any person in respect of any *property* occupied by the *Board*, under section 162 of the Education and Training Act 2020.
- c. Before consent will be granted, the *Secretary* must be satisfied that the granting of a lease or licence will meet the criteria in section 162(2) of the Education and Training Act 2020.
- d. The *Secretary* must determine the terms and conditions that apply to any lease or licence of the *property*. Accordingly, the *Board* must use the form of lease or licence provided by the *Ministry* for any *third party* occupancy.

24. Casual use agreements

- a. Casual use agreements are for occasional use. For example, if the local rugby club uses the *school* sports field once a week for practice, someone wants to hire the *school* hall for an event, or the *school* will be used as a polling centre on Election Day, casual use agreements apply.
- b. *Ministry* approval is not required for a casual use agreement. The *Ministry* has a casual use agreement template available online for *Boards*

to use. This template can be found on the *Ministry* website. *Boards* can contact their *school's* Property Advisor for more information.

- c. *Boards* need to ensure they have clearly identified any costs and expenses to be met by the hirer when entering into a casual use agreement.

25. Legal Proceedings relating to *Property*

- a. The *Secretary* may, by written notice to the *Board*, commence legal proceedings on behalf of the Crown and/or the *Board*, against any other party in relation to *Ministry* owned *property*. The *Board* consents to the *Secretary* bringing those proceedings on its behalf.
- b. The *Board* must on request by the *Secretary* or its legal representative provide the Crown with all relevant documentation including information and witness statements and, if required by the *Secretary*, be a party to the proceedings.
- c. The *Ministry* will meet the costs of the proceedings, including the costs of any legal proceedings to which the *Board* is a party except where the *Board* is separately represented.

