



# St. Martin de Porres School

Avondale Heights

## VENUE HIRE AGREEMENT

### SECTION 1 – HIRE AGREEMENT CONDITIONS

#### GENERAL

- ◆ The hire applicant wishes to hire the following school venues :

(\*Please tick as appropriate)

- the School Hall;
  - the School kitchen facilities;
  - other School rooms; (Specify : .....)
  - School playground spaces; (Specify : .....)
- 

- ◆ St. Martin de Porres School (herein called ‘the School’) agrees to hire all of the above or :

(\*Please tick as appropriate)

- the School Hall;
  - the School kitchen facilities;
  - other School rooms; (Specify : .....)
  - School playground spaces; (Specify : .....)
- 

- ◆ **The school permits the hirer** to use the designated facilities for the Hire Period and to access the premises.
- ◆ **The contract of hire does not create any lease or tenancy** of School Premises but is merely a license to occupy the Premises for the agreed period.
- ◆ **The School reserves the right to remove** any agents, employees, invitees, contractors of the hirer from the Premises and the School grounds in the event that those persons break any obligations of the hirer or engage in any conduct objectionable to the School.
- ◆ The School reserves the right to relocate bookings to a comparable space should the need arise.

#### CHARGES

- ◆ **The charges payable by the hirer shall be those set out by the School.** The School has the right to change the charges at any time without notification.
- ◆ **Charges : \$ 20.00 per hour and/or \$150.00 per room hired per 8 hour day.**
- ◆ Via cash donation if a parish related organization or via invoice if an outside agency.
- ◆ **The hirer shall pay the Hire Fee and Additional Charges** within 30 days of the date of event completion or the invoice issued.
- ◆ **The hirer acknowledges that the Hire Fee does not include** the following services and if some or all of those services are required Additional Charges will be levied to the hirer:
  - audiovisual equipment and assistance;
  - catering;
  - security, other than specified below; or
  - surplus furniture requirements and set-up/set-down labour costs.

## CANCELLATION

- ◆ **If a hirer cancels a booking less than 24 hours prior to time set** for the use of the Premises, the full Hire Fee and Additional Charges for the hire of the Premises must be paid by the hirer to the School, if the cancellation leaves the School financially worse off.
- ◆ **The School shall not be held liable** for any interference, disruption or enforced cancellation of any part of a booking which is caused by civil disturbance, industrial action, terrorism, act of God or any circumstance which is beyond the control of the School. The School is under no obligation to settle any industrial dispute which, if settled, would enable the activity for which the booking was made to continue.
- ◆ **The School, at its discretion, may prohibit any performance or function** which in its sole opinion is considered objectionable or dangerous or which is contrary to law or which would be detrimental to the good standing and reputation of the School. In any such case the hirer shall be deemed to have consented to the prohibition and the School shall not be liable for any loss or damage suffered by the hirer in direct or indirect consequence of the School's prohibition of any performance or function of the hirer.

## INSURANCE

- ◆ **The hirer indemnifies and keeps indemnified the School** against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the Premises caused by any act or omission of the hirer, its servants, agents or invitees.
- ◆ **For outside agencies only that have no relationship with the parish or school**, the hirer must take out or hold a public liability insurance policy in the name of the hirer current as at the Period of Hire, the School requires a copy of the Certificate of Currency showing Public Liability Insurance held to be submitted along with the completed Hire Agreement and Booking Application form before bookings can be confirmed.

## SECTION 2 – OBLIGATIONS AND PROVISIONS

### PUBLICITY

- ◆ Unless otherwise agreed, the hirer shall not make any statement in any advertisement which directly or indirectly implies that the use for which the Premises are hired is conducted or promoted by the School.
- ◆ The hirer shall not display any poster or advertisement in any part of the Premises of the School without having first obtained the written approval of the School Principal.

### OBSERVANCE OF LAWS

- ◆ **The hirer shall comply with all rules and policies of the School**, and with the provisions of all other Acts and Regulations applicable to the hirer, and shall indemnify and keep indemnified the School against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any such Act, Statutes, Rules or Regulations.
- ◆ **The hirer agrees to indemnify the School** against loss or damage it suffers if the hirer, or a person admitted to the :
  - premises during the Period of Hire (except School staff);
  - or damages or destroys any property;
  - or injures any person;
  - or fails to observe any of the hirer's obligations under this agreement.
- ◆ **The hirer shall not admit patrons** to the Premises in excess of the estimated attendance, as specified in the Reference Schedule.
- ◆ **The hirer shall not transfer or sub-let** a right of the hirer under this agreement to another person.

### CLEANING

- ◆ **Cleaning is the hirers responsibility**, rooms and playgrounds (if used) are to be left clean and tidy with all rubbish placed in the dumpster bins provided in the back car park and any excess waste removed from site. Any kitchen or similar spaces are to be cleaned including washing, drying and putting away dishes and the refridgerators and freezers emptied of all items and cleaned by the end time of the hire. Catering equipment such as trays and utensils are the responsibility of the hirer and must be removed from the venue and returned, the School will not be responsible for items left in rooms or kitchens. General cleaning costs are

included in the room hire fee, but additional cleaning fees may be charged if the hirer has created cleaning requirements above and beyond normal cleaning.

### **GOOD ORDER**

- ◆ **The hirer shall be responsible for the maintenance of good order** in and around the Premises during the period for which the Premises are hired.
- ◆ **The hirer shall comply with any instruction by any officer of the School** as to the maintenance of good order and compliance with these conditions in and around the Premises.
- ◆ **The hirer shall take all reasonable steps** to ensure all persons admitted to the Premises during the hire period observe these obligations at all times.

### **DISTINGUISHED VISITORS**

- ◆ So that **School protocol may be observed**, the hirer shall give the School advanced notice of the attendance at any function of Regal or Vice-Regal visitors, Heads of Government or persons representing them.

### **STAFF**

- ◆ **The School may employ** on behalf of and at the expense of the hirer, such staff as the School thinks necessary for the purpose of the hiring.
- ◆ **No setting up or dismantling of School or Community OHSC equipment** shall be carried out by the hirer except in the presence of a member of the staff of the School or Community OHSC who is authorised to supervise such activities.

### **ALTERATIONS TO SEATING AND OTHER SETTINGS**

- ◆ **Any alteration of the normal seating or setting** of any Premises shall be made only with the written consent of School and at the hirer's expense.

### **ALTERATIONS TO PREMISES AND EQUIPMENT**

- ◆ **The hirer shall be responsible for leaving the Premises clean and tidy** at the conclusion of the hiring and the School may carry out, at the expense of the hirer, such cleaning or other work as may be required to restore the Premises to a satisfactory condition.
- ◆ Excepting fair wear and tear, **the hirer shall be liable to the School for any damage** to Premises or to any fittings, equipment, furniture, carpets or other property, which occurs during the period of hiring.
- ◆ **If the School Hall is hired**, no equipment belonging to the School or Community OHSC is to be touched for any reason, without permission of the School Principal.

### **LIQUOR, REFRESHMENTS, SMOKING**

- ◆ Unless otherwise approved, **the hirer shall not bring or sell liquor**, beverage, food or refreshments onto the Premises.
- ◆ In the event approval is given, the hirer shall abide by any conditions imposed by the School.
- ◆ The hirer is to ensure that smoking is not permitted inside the Premises and occurs a minimum of 10 metres outside the Milleara Road boundary of the parish and school property.

### **SECURITY**

- ◆ **The hirer acknowledges that:**
  - a) unless otherwise agreed, access to the hired Premises will only be permitted during the hire period;
  - b) authorised School staff may be in attendance in and around the Premises during the hire period;
  - c) authorised School staff have authority to eject a person or persons from or refuse entry to the Premises or terminate an activity if, in his/her reasonable judgement, the person or persons that are not adhering to the conditions of this agreement or the Premises are being used for a purpose other than that specified in this Agreement;
  - d) if required by the hirer, the School, may at the Hirers expense, provide additional security for the Premises.
  - e) if keys are provided to the hirer, these will returned to the school within 24 hours of the event completion.

**SECTION 3 – TO BE COMPLETED BY THE HIRER**

Purpose of Use : .....  
Period of Hire : .....  
Start Date : ..... Start Time : .....  
Finish Date : ..... Finish Time : .....  
Rooms Required : .....  
Estimated Attendance : .....  
Is consumption of alcohol planned? .....

**SIGNED ON BEHALF OF THE HIRER :**

Name : .....  
Position : .....  
Signature : ..... Date : .....  
Contact Phone/Mobile No. : .....

**HIRER DETAILS (IF BEING INVOICED)**

Organisation : .....  
Contact Person : .....  
Address : .....  
Contact No. : ..... Email : .....

**SECTION 4 – TO BE COMPLETED BY THE SCHOOL REPRESENTATIVE**

Name : Mark Williams                      Position : School Principal  
Contact No. : 9331 9000                      Email : [principal@smavondaleheights.catholic.edu.au](mailto:principal@smavondaleheights.catholic.edu.au)

Signature : .....

Hire Fee (Via Cash Donation or Invoice) :

- ◆ \$ 20.00 per hour and/or \$150.00 per room per 8 hour day

Total Fee Applicable (inclusive of professional cleaning) : \$

- ◆ Payable by cash donation or via Invoice within 30 days of the finish of the event.