

Appendix 2 - Facility Hire Terms and Conditions

1. Definitions

- 1.1. "The School" means Christ Church Grammar School, Queenslea Drive, Claremont, Western Australia.
- 1.2. "Hirer" means an individual, group or organization wishing to hold an activity on any Christ Church Grammar School's Premises.
- 1.3. "Person under the Hirer's control" means the Hirer's employees, agents, contractors, customers, licensees and visitors or any other person or persons at or upon the facility with the Hirer's consent or approvable expressed or implied.
- 1.4. "Premises" means any part of property (internal or external) owned and operated by Christ Church Grammar School.
- 1.5. "Facility" or "Facilities" means the Facility/Facilities hired in Appendix 1 – Schedule of rates

2. General

- 2.1. The use of the School's Facility will be approved for a maximum period of six (6) months.
- 2.2. The Hirer has no right of entry to any other part of the school area, the use of school services or other facilities including the school gymnasium, aquatic facility and playgrounds, or the right of entry on to school grounds, other than by reasonable approach to the Facility hired.
- 2.3. The Principal of the School, or their delegate, reserves the right to freely access the hired Facilities at any time and that they may take appropriate action against any person not complying with the conditions of the hire agreement.
- 2.4. Sub-letting of the whole or part of the School's Facilities by the Hirer is not permitted.
- 2.5. The School may require the Hirer, at any time, to supply a detailed written description of all activities to be conducted in the Facilities during the hire period.
- 2.6. The School reserves the right and absolute discretion to not accept bookings for events which in their opinion would be detrimental to the good standing and reputation of the School.
- 2.7. The School permits the Hirer to use the Facilities as per Appendix 1 – Schedule of rates of the Facility Hire Agreement.
- 2.8. This Facility hire is a non-exclusive right to utilise the Facility for the hire period and does not create any lease or tenancy of the Facilities.
- 2.9. At all times, The School reserves the right to remove any Person under the Hirer's control from the Facilities on The School's grounds in the event that those persons not abide by any obligations of the hirer or engage in any conduct objectionable to The School.
- 2.10. The School reserves the absolute right to relocate bookings to comparable Facilities should the need arise.

3. Charges

- 3.1. The charges payable by the Hirer shall be those agreed in writing with The School.
- 3.2. The hire booking is confirmed upon receipt of the hire deposit as indicated in Appendix 1 – Schedule of Rates of the Facility Hire Agreement. Payment of the deposit is deemed acceptance of the Terms and Conditions contained herewith.
- 3.3. The School will be under no obligation to proceed with the hire if the deposit is not received.
- 3.4. A security bond of \$500, to cover any damages that may occur, is required as part of the booking. The security bond will be refunded after the hire, less any incidentals or costs to remedy the damage.
- 3.5. The Hirer shall pay the hire charges and any additional charges within 10 working days after the date the invoice was issued.
- 3.6. The Hirer acknowledges that the hire fee does not include the following services, and if some or all of those services are required, then additional charges will be payable by the Hirer:
 - a) audio-visual equipment (video conferencing) and assistance;
 - b) Wi-Fi, internet and computer software;
 - c) catering;
 - d) equipment not specifically identified in the agreement;
 - e) cleaning (beyond general cleaning requirements);
 - f) security, or

g) extra furniture requirements and set-up/set-down labour costs.

4. Cancellation

- 4.1. The School reserves the right to cancel the Hire booking at any time for whatever reason, at its sole and absolute discretion, and will not be liable for any costs, loss, expense or damaged suffered by the Hirer in consequence of that cancellation provided the School has given the Hirer at least 30 days notice of the cancellation.
- 4.2. All cancellations by the Hirer must be given in writing a minimum of 48 hours prior to the commencement time of the booking.
- 4.3. If a Hirer cancels a booking less than 48 hours prior to the nominated commencement time of the booking, the deposit will be forfeited.
- 4.4. The School shall not be held liable for any interference, disruption or enforced cancellation of any part of the booking which is caused by civil disturbance, industrial action, terrorism, pandemic, compliance with government requirements or any circumstances beyond the control of the School.
- 4.5. The Hirer must inform the School if the purpose or details of the event changes. The School reserves the right to cancel a booking if the details of the booking are significantly different to the initial event described.
- 4.6. The School, at its absolute discretion, may prohibit any performance or function which in its sole opinion is considered objectionable or dangerous or which is contrary to law which would be detrimental to the good standing and reputation of the School. In any event 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.

5. Termination

- 5.1. Notwithstanding anything to the contrary contained in the Agreement, the School may, in its absolute discretion, elect to terminate this Agreement with the Hirer upon the provision of 30 days' prior written

notice to the Hirer. The School shall not be liable for any loss or damage suffered by the Hirer in direct or indirect consequence of The School's termination.

- 5.2. The Hirer agrees that should the Hirer breach any of the terms and conditions contained within this document, the School is entitled to terminate the Hire Agreement. The School shall not be liable for any loss or damage suffered by the Hirer in direct or indirect consequence of The School's termination.
- 5.3. In the event of a breach to the terms and conditions of the hire, The School shall be entitled to recover from the Hirer any costs incurred, including but not limited to any legal and court costs, required to remedy or rectify the breach.

6. Insurance

- 6.1. The Hirer indemnifies and agrees to keep indemnified The School against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hiring of the facilities caused by any act or omission of the hirer, its servants, agents or invitees.
- 6.2. The Hirer must take out or hold a current Public Liability Insurance Policy in the name of the Hirer in the amount of no less than twenty (20) million dollars (current for the entire length of the hire period). A copy of the certificate of currency must be attached to the completed Facility Hire Application Form.
- 6.3. The Hirer must provide a copy of Workers Compensation Certificate of currency (if applicable).

7. Publicity

- 7.1. Unless otherwise agreed, the Hirer shall not make any statement in any advertisement which directly or indirectly implies that the use for which the facilities are hired are conducted or promoted by the School. For avoidance of doubt, the address may be displayed but shall not include The School's name, logo or other related trademarks unless otherwise agreed in writing between the parties.
- 7.2. Unless otherwise approved, the Hirer must not display any posters or advertisements eg private boards, event banners, etc.

Approval must be sought during the booking process.

- 7.3. If the event directly involves educating school aged children, the Hirer may approach The School to assist with advertising the event in their newsletter and website.

8. Cleaning

- 8.1. All facilities are to be left clean, tidy and sanitary condition with all rubbish placed in the bins provided and excess waste removed from site. Any spillage must be cleaned by application of appropriate cleaning agents.
- 8.2. General cleaning costs are included in the hire fee, but additional cleaning fees required to return the facility to a satisfactory condition may be charged should the Hirer create a requirement above and beyond general cleaning requirements.

9. Good order

- 9.1. The Hirer shall be responsible for maintaining good order in and around the facilities during the period for which the facility is hired.
- 9.2. 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 facilities.
- 9.3. The Hirer shall take all reasonable steps to ensure all Person under the Hirer's control always observe these obligations.
- 9.4. At the end of the date/s and time/s of hire of the facility, the Hirer must remove all of the Hirer's property and return the furniture and/or other items in facility to their original position.
- 9.5. If the Hirer is unable to meet the conditions in clause 9.4, the Hirer must advise The School using its best endeavors as soon as practicable.

10. Damage or loss of property and equipment

- 10.1. The Hirer is not permitted to use any school facility or school owned equipment not included in the booking agreement but is permitted to use any tables, chairs and fixed

audio-visual equipment insitu in the facility hired.

- 10.2. The Hirer is not permitted to remove furniture or other items in the hire facility without the approval of The School prior to the event.
- 10.3. Excepting fair wear and tear, the Hirer shall be liable to The School for any loss or damage to facilities or to any fittings, equipment, furniture, carpets, keys, swipe cards or other property, which occurs during the hire period.
- 10.4. The Hirer must report all damages, faults and incidents to The School as soon as practicable. All urgent after-hours matters to be immediately reported to The School's onsite caretaker.
- 10.5. The School accepts no responsibility for private property including vehicles, materials or equipment, the Hirer brings to onto school grounds.

11. Alcohol, refreshments and smoking

- 11.1. Unless otherwise approved, the Hirer shall not bring or sell alcohol beverages, food or refreshments onto The School grounds.
- 11.2. In the event approval is given, the Hirer shall abide by any conditions stated by The School. If alcohol is being sold, the Hirer must provide the School with a copy of the liquor license before the event.
- 11.3. External caterers required for the event are permitted and are the responsibility of the Hirer. The School can facilitate on-site catering if required.
- 11.4. The Hirer is to ensure that The School's smoke-free campus policy is adhered by all persons associated with the hire.

12. Security

- 12.1. The Hirer agrees that access to the Facility will only be permitted during the hire period.
- 12.2. When vacating the Facility, the Hirer is responsible for ensuring the Facility is secured, lights and air-conditioning are turned off and keys and/or swipe cards are returned at the time agreed with The School.
- 12.3. If required by the Hirer, The School may at the Hirer's expense provide additional security for the Facilities.

13. Car parks

- 13.1. The School's car parks will not be available during the school term for the parking of vehicles for the hire. The Hirer should seek approval from The School if it intends to use The School's car parks.
- 13.2. The Hirer including but not limited to Person under the Hirer's control, must strictly observe a traffic speed limit of 8km per hour throughout The School grounds.

14. Work Health and Safety

- 14.1. The Hirer's use of the Facility is entirely at the Hirer's risk. The School will not accept liability on any account to the Hirer or to any person under the Hirer's control. All of the Hirer's property and Persons under the Hirer's control's property are also brought in or on to the Facility entirely at the owner's risk.
- 14.2. The Hirer must comply all aspects of The School's Occupational Health and Safety requirements, Occupational Safety and Health legislations, regulations and Codes of Practice.
- 14.3. The Hirer is not permitted to bring onto The School's property any hazardous or dangerous substances eg flammable agents/gases or chemical substances that may be deemed to be toxic or dangerous.
- 14.4. The Hirer may be required to complete a risk management plan for activities being carried out. A copy of the risk management plan must be submitted to The School on request. The plan may include occupational safety and health risks specific to the activities.
- 14.5. All accidents, injuries and incidents must be reported to The School within 24 hours of the event occurring.
- 14.6. Any accident, injury or incident that results in emergency services being called, must be reported immediately to The School. Any costs incurred as a result of this will be at the Hirer's expense.
- 14.7. Evacuation routes, exit doors and fire safety equipment must be kept clear at all times.
- 14.8. The School's evacuation procedures must be followed in the event of an emergency.
- 14.9. Hazards identified are to be immediately made safe and reported to The School.
- 14.10. Children and young people on The School's premises must be supervised at all

times by a responsible adult. The Hirer must ensure the children and young people are not placed at risk upon entering or leaving the Facilities.

- 14.11. The Hirer must ensure that noise levels from their hire is restricted to a reasonable level and shall not exceed normal background noise levels when measured at the nearest residential property boundary.
- 14.12. No pets or animals are allowed on to The School's grounds unless they are an assistance animal in accordance with Disability Discrimination Act 1992.

15. Observance of laws

- 15.1. The Hirer shall comply with all rules and policies of The School, and with the provisions of all legislative requirements 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 legislative requirements.
- 15.2. The Hirer agrees to indemnify The School against loss or damage it suffers if the Hirer, or a person admitted to the facilities during the period of hire damages or destroys any property, injures a person or fails to observe any the Hirer's obligations under this Agreement.
- 15.3. The Hirer shall not admit patrons to the Facilities in excess of the maximum attendance, as specified in the Hire Agreement.