

`SYNDAL SOUTH PRIMARY SCHOOL NO. 4924
ABN 29 793 062 866

Montgomery Avenue
Mount Waverley 3149

Phone: 9802 5277
Fax: 9886 1301

APPLICATION FOR HIRE

Name of hirer/club: _____

Address: _____

Contact name: _____

Phone no. (*Business*): _____ (*After Hours*): _____

Part of the school to be hired:

Hall

Oval

Grounds

Classroom(s)

Other _____

Casual Hire

Long Term Hire

Purpose: _____

Date(s): _____

Times: *from* _____ *to* _____

Special requirements: _____

Hire charges: _____ (\$200 bond to be paid 7 days in advance).

I/We have read and agree to comply with all the "Conditions of Hiring".

I/We agree to indemnify the School Council and its officers against all claims and demands made or costs or expense incurred in connection therewith.

I/We further agree to pay School Council the \$1000 excess for any public liability claim made during the hire period of the hall.

Signed: _____

Date: _____

Witness: _____

Date: _____

School Council: _____

Date: _____

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CONDITIONS OF HIRING ANY PART OF THE SCHOOL GROUNDS,
PLANT & EQUIPMENT
as at November 24th 2008

NO SMOKING ON SCHOOL PREMISES

1. APPLICATIONS

- a) All applications for the hire of any part of the school shall be made in writing and on the *Application for Hire* form supplied by **SYNDAL SOUTH PRIMARY SCHOOL**.
- b) The applicant shall state the purpose for, and the hours during which, the school facilities are required and must sign an agreement undertaking to comply with these "Conditions of Hiring".
- c) For long-term hirers, a new *Application for Hire* form must be submitted at the beginning of each school year.

2. HIRING CHARGES

- a) The School Council shall, from time to time, fix charges deemed by the Council to be suitable.
- b) Current rates for Hall hire charges (includes GST):
Long term rates - \$30.00 per hour
Casual rates:
 Less than five hours: \$250.00
 More than five hours: \$350.00
- c) Similar rates apply to *school room hire*, as agreed between School Council and the hirer.
- d) Rental for on-going use during the year is to be paid by the end of each month.
- e) Long-term hirers will provide evidence of public liability insurance cover. A copy will be retained by the school.
- f) Hiring charges for casual and single use functions includes public liability insurance and are to be paid in advance. Hirers shall be responsible for the payment of the excess (\$1000) relating to a public liability claim.
- g) The School Council requires that the hirer shall pay a bond of \$200, 7 days in advance, refunded after inspection of premises used.
- h) The hirer, in addition, will be liable to pay any amount of GST payable in relation to the hiring charges. "GST" means a goods and services tax within the meaning of the: **A New Tax System (Goods and Services Tax) Act 1999**.

3. DAMAGE

- a) The floors, walls, curtains, or any other part of the building, or any fittings or furniture shall not be broken, or in any other way damaged, and no notice, sign, advertisement or scenery or fittings of any kind shall be erected in the building or attached to or added to the walls, doors or any other portion of the buildings, fittings, or furniture without prior consent of the Principal. Hooks are installed around the edge of the hall for attachment of decorations.
- b) If any damage occurs to the building, its contents or the surrounding school fixtures or grounds, the Principal's assessment of the damage shall be taken as final, without right of appeal, and such amount shall be a debt due and payable by the hirer and shall be paid immediately upon request.

4. REFUSAL TO LET

It shall be at the sole discretion of the Principal or the School Council to refuse to let the facilities without assigning any reason therefore. Notwithstanding that the facilities may have been let and that these conditions have been agreed to and signed, and the rental and other charges paid, the School Council or the Principal shall, if they see fit, and without assigning any reason therefore, cancel any such letting and direct the return of all monies paid; and the hirer agrees in such cases to accept the same, and to have consented to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

5. CLAIMS

- a) The hirer shall be solely responsible for any accident, loss, damage or injury sustained by any person or persons using any part of the school premises or the school grounds during the currency of the hiring notwithstanding that such injury may arise from or by reason of any defect in the furniture, fittings, accessories of any kind, or building or otherwise however, (including and negligence or negligent act of or by the Principal, the Council, the Ministry of Education of the State of Victoria or any Officer or agent of any such party). The hirer agrees to indemnify the School Council and its officers, the Principal and her nominated representatives and any person acting on behalf of the school or its affiliated bodies, against all claims and demands made or costs or expenses incurred in connection therewith.
- b) Long term hirers: It is the responsibility of the hirer to obtain adequate public liability insurance cover. Long term hirers must forward to the school a current copy or certificate of currency regarding their public liability before commencement of hiring period.
- c) The hirer shall obtain appropriate cover in the nature of workers' compensation for all workers, both paid and voluntary, engaged for the duration of the function for which the school is hired.
- d) The hirer shall be solely responsible for any claim by any person of excessive noise, loud music, disturbance or nuisance by people attending the function for which the school is hired. Complaints lodged with the school or the City of Monash by neighbours may result in refusal to hire again.

- e) The hirer shall sign the key register on receipt of keys. The hirer shall be solely responsible for security of the building and equipment and shall ensure that all windows and doors are locked on leaving the premises. All keys to be returned to the school office on the next school day following the function. Lost keys shall be reported immediately, with replacement costs to be met by the hirer.

6. LIMIT OF HIRING

- a) The hirer shall be entitled only the use of and access to the particular part or parts of the school hired, and shall see that no access is allowed to other sections by his agents or guests.
- b) The hirer shall remove all flowers, decorations, all unused foodstuffs, all food scraps, and bottles and all other property whatsoever belonging to the hirer, guest and/or caterer, at the termination of the function for which the school is hired or on the day following such function by agreement.
- c) The hirer is responsible for ensuring that all noise ceases by **11.00pm**. This time is guided by the City of Monash. In the event of unnecessary noise that disturbs local residents, leading to formal complaints, the hirer shall forfeit the full amount of the bond.
- d) Where access to a telephone is available, the hirer is not to make phone calls unless a serious emergency occurs. The hirer shall be liable to reimburse the school of the costs of any and all telephone calls plus a fee of \$50.00 (except when use of the telephone is necessitated by a serious emergency).
- e) Motor vehicle parking will be in the carpark or neighbouring streets. The hirer shall not allow motor vehicles to be parked in any other part of the school's grounds, across any recognised school entry or on any grassed area. The hirer shall be responsible for any damage occasioned through breach of the requirement by any person.
- f) The hirer shall not allow any activity or games other than those agreed upon at the time of hiring.
- g) Use of any staff room is limited to use of hot water and sink facilities only, unless alternate arrangements are agreed to by both parties.
- h) Any children accompanying hirers must be confined to the hired area, and supervised at all times.
- i) There shall be no smoking on the school premises at all.

7. NATURE OF USAGE

Prior to the hiring of the school's facilities, the School Council or the Principal will require the hirer to supply a fully detailed written or printed statement or programme

showing the purpose of, and specifying all activities which are to take place of the occasion of the booking of the facilities. No departure from the submitted statement or programme will be allowed unless advised in writing in advance of the function by the Principal or School Council. (As per attached Application).

8. SUB-LETTING

Sub-letting is not permitted under any circumstances.

9. APPROVAL, SUPERVISION AND AUTHORITY

The hirer shall obey any and all instructions given by the Principal or her agent(s) or any other Officer approved by the School Council in respect of supervision of any function.

Prior approval must be sought from the Principal:

- i. to vary the arrangement of school equipment and furnishings
- ii. to operate electrical appliances and main switches
- iii. to place decorations in the school
- iv. if cooking is to be carried out in any part of the school
- v. for access to the usual hired area outside the agreed hiring time.

10. FREE ACCESS

Members of the School Council, its officers, and the Principal or her appointed agent, shall be entitled, at all times, to free access to any and every part of the building or grounds hired.

11. GOOD ORDER

The hirer shall leave the school and surrounds in a clean and tidy state and shall report to the caretaker or his agent any damage that may occur. Cleaning arrangements can be made privately with the school's cleaners. The hirer will be solely liable for any failure to leave the premises in a clean and tidy condition acceptable to the Principal in her sole discretion.

12. DISPUTES

In the event of any disputes or differences arising out of the hiring or the interpretation of these conditions, or of any matter contained therein, the decision of the School Council thereon shall be final and conclusive. Notwithstanding the foregoing, the Principal or her nominated representative shall have absolute authority to deal with any dispute arising from the use of the school's facilities.