

ST MARK'S COLLEGE

CONDITIONS OF HIRE



1. Application

- a. Applications for use of the facility/facilities/equipment are made by completing the Facility/Equipment Hire Agreement supplied.
- b. The Hirer must advise St Mark's College of all requirements at the time of booking.
- c. Charges for use of the Facility/Equipment must be paid at the time of application or in the case of ongoing use, by arrangement with the St Mark's College responsible person signing the agreement.
- d. A signed St Mark's College Facility/Equipment Hire Agreement is conclusive evidence that the Hirer accepts these conditions of hire.
- e. The right to accept or refuse the application is at the discretion of the St Mark's Executive.
- f. In the event that this application is rejected, all monies paid will be refunded immediately.

2. Cancellation

- a. The Hirer may cancel its booking by written notice to the booking officer at any time before the hire date.
- b. If cancellation occurs more than 48hrs before the event all monies will be refunded to the Hirer upon receiving written notice of the cancellation.
- c. If cancellation occurs within 48hrs of the event the bond will be retained, and all other funds refunded.
- d. The St Mark's College Executive may cancel the booking by written notice to the Hirer at any time before the date of hire if the St Mark's College Executive becomes aware that any event, good or service proposed to be held or provided by the Hirer is objectionable, dangerous, is prohibited by law or would be otherwise be detrimental to St Mark's College.
- e. The St Mark's College Executive reserves the right to override the St Mark's Facility/Equipment Hire Agreement where the facility/equipment is required for College purposes and as such is unavailable for hire. St Mark's College will notify the Hirer and alternative arrangements will be negotiated where practicable.

3. Hirer's Liability

- a. The Hirer must pay a deposit of \$..... to the Booking Officer upon acceptance by the Booking Officer of the Facility/equipment Hire Agreement.
- b. The Hirer must pay the remaining full fees to the Booking Officer 7 days prior to the event.

- c. 7 days prior to the event the Hirer must produce a Public Liability Insurance Certificate to be retained with the Facility/Equipment Hire Agreement.
- d. The Hirer must not do or allow to be done on or in relation to the facility/equipment anything which may or does cause damage.
- e. Nothing is to be attached to the walls, floors, curtains, blinds or any part of the buildings, nor shall signs, scenery etc. be erected without the express permission of the St Mark's College Executive.
- f. If you are authorised to decorate the Facility/Equipment, please check prior to the event when the facility/equipment will be available.
- g. Decorations must not be placed near airconditioning louvers, ducts or vents.
- h. The bond will be refunded in full provided that no damage is done to the Hall and the surrounding property is left clean and tidy.
- i. Should any damage occur, the St Mark's College Business Manager's word shall be final.
- j. Should the Hirer lose the keys and replacement locks be necessary, liability for this cost will rest with the Hirer.
- k. Should injury or damage occur the Hirer will provide written notice within 7 days of becoming aware of the injury or damage to the St Mark's College Responsible Person. This notice will detail the date, time, place and circumstances of the incident and any name(s), contact details and address(es) of any person(s) witnessing the incident. St Mark's College will record this on an Incident Report.
- l. The Hirer will be responsible for any security call out charges due to incorrect alarming on opening and closing a facility. Should the Hirer require a St Mark's College staff member to open and close the premises, an extra charge will apply as per the St Mark's College Fee Schedule.

4. Disputes

- a. In the case of any disputes arising, the decision of St Mark's College will be final.

5. Condition of the Facility/Equipment

- a. St Mark's College makes no warranty or representation to the Hirer about the condition of the facility/equipment or its suitability for the Hirer's purpose.
- b. The Hirer acknowledged that they have inspected the facility/equipment and warrants that its suitable for the Hirer's purpose.
- c. The condition of the facility/equipment should be left in the same condition as the Hirer found it specifically noting:
 - i. Chairs are to be stacked in Chair Racks and returned to the storeroom
 - ii. Tables are to be stacked in Table Racks and to be returned to storeroom
 - iii. All other equipment moved during used of the Facility/equipment must be returned to its original place

- iv. All rubbish is to be removed from the facility/equipment
- v. Toilet cubicles, showers and wet room floors cleaned
- vi. All kitchen appliances cleaned and left in the same condition as found
- vii. Gymnasium floor and seating to be spot cleaned for any spillages
- viii. Airconditioning, heating, exhaust fans and lights switched off
- ix. All external doors are to be locked and alarmed
- x. BBQ Trailer gas bottle to be refilled

6. Use of the Facility/equipment

a. General

- i. The Hirer must not breach any of these Conditions of Hire.
- ii. The Responsible Person signing on behalf of the Hirer is to provide strong supervision of all persons associated with the hire (including contractors) at all times.
- iii. Use of the facility/equipment by the Hirer is at the risk of the Hirer at all times.
- iv. St Mark's College will not be responsible for the acts or omissions of contractors engaged by the Hirer.
- v. It is recommended that Hirer ensures all contractors have public liability insurance.
- vi. No sales of any kind are permitted without prior approval.
- vii. Sub-letting of the facility/equipment is not permitted.
- viii. Persons authorised by St Mark's College Executive shall at all times be entitled to free access to all parts of the building.
- ix. The Hirer is aware that the facility is in a residential area and that all persons attending the facility/equipment must refrain from any behaviour which could be reasonably construed as disturbing the neighbours or infringing on a person's property and/or rights.
- x. The Hirer of the facility and guests are confined to the facility and its accompanying amenities, this does not extend to any other property owned by St Mark's College.
- xi. Guests are asked to park in the designated St Mark's College car parks or in the street. All other parking is not permitted.
- xii. Any cars parked on the St Mark's College grounds must be removed by midday during school holidays or Saturday/Sunday and by 7:00am during a school week day, the day following the event.
- xiii. St Mark's College accepts no responsibility for private property left in the facility, left on the College grounds or with the equipment.
- xiv. If the Hirer chooses to clean the facility/equipment (no cleaning fee charge) an inspection will be carried out and if deemed as inadequate a fee will be deducted from the bond on return.

b. Toilets

- i. It is the Hirer's responsibility to supply toilet paper, soap and hand towels for event numbers. St Mark's College will only leave a supply of these items as per the College's normal regular use.

c. Gymnasium Floors

- i. No heavy or sharp objects are to be used on the Gymnasium floor without express written approval within St Mark's Facility/Equipment Hire agreement.
- ii. No stiletto heeled shoes or any shoes with heels taper to a small point are to be worn on the gymnasium floors.
- iii. Food and drink is not to be consumed within the designated lined courts floors, only within the seated viewing areas.

d. Kitchen Facilities

- i. If Kitchen Facilities are to be used, all appliances must be left in a clean and tidy condition.
- ii. No appliances other than those in the Kitchen Facilities are to be used without prior approval from the St Mark's College Executive and specifically written in the signed St Mark's College Facility/equipment Hire Agreement.
- iii. All approved appliances must hold a current acceptable appliance service tag and be approved by the St Mark's College Responsible Person prior to use.
- iv. No food or drink may be left in the facility and/or accompanying amenities, nor with any equipment hire.
- v. All rubbish must be removed from the facility/equipment and placed in the appropriate bins.
- vi. Cool rooms, refrigerators and the microwave must be left on.

e. Planned Activities/Entertainment

- i. Any planned activities or entertainment must be submitted for approval prior to the hiring period.
- ii. Entertainment that is not in keeping with the values and standards of St Mark's College will not be permitted.
- iii. Noise must be contained within the requirements of the council. Music must cease at midnight on Fridays and Saturdays, 10:00pm on Sundays and 11:00pm on all other days.
- iv. It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for planned activities.

f. Alcohol

- i. Approval for the consumption of alcohol may be withheld at the discretion of the St Mark's College Executive.
- ii. Under no circumstances shall liquor be sold until approval from the St Mark's College Executive has been obtained and
- iii. the necessary liquor permit is sighted at the time of obtaining the key to the facility/equipment and payment of the bond.
- iv. Normal liquor regulations apply. Alcohol is not to be served to guests under 18 years of age.

g. Smoking

- i.* Smoking is not permitted in the facility or on St Mark's College grounds.

7. Emergency Contacts

- a. In the event of an emergency please contact:

- i.* Principal - Greg Hay 0410 186 717
- ii.* Business Manager - Jo Court 0417 852549
- iii.* Maintenance Coordinator – Paul Cagney 0438 810 943

8. The Hirer has read and agreed to all St Mark's College Conditions of Hire:

Signed for and on behalf of the Hirer:

Dated:.....

Authorised Person Signature:

Authorised Person Name and Position:

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