

Merriwa Central School



Valuing individual potential – achieving personal best

SCHOOL HIRE AGREEMENT

This AGREEMENT is made on _____

(day/month/year)

BETWEEN Darren Noonan (name of Principal)

for and on behalf of THE STATE OF NEW SOUTH WALES ("the State")

AND _____

(name of user)

Name _____

Address _____

Telephone _____ Mobile _____ E-mail _____

DEFINITIONS

1 In this Agreement:

"Premises" refers to (please tick appropriate box)

- | | | |
|-------------------------------------|-------------------------------------|----------------------------------|
| <input type="checkbox"/> Great Hall | <input type="checkbox"/> Classrooms | <input type="checkbox"/> Library |
| <input type="checkbox"/> Toilets | <input type="checkbox"/> Canteen | <input type="checkbox"/> Other |

"Equipment" refers to (please tick appropriate box)

- | | |
|---------------------------------|--|
| <input type="checkbox"/> Chairs | <input type="checkbox"/> Other |
| <input type="checkbox"/> Tables | <input type="checkbox"/> Nil Equipment |

"School" refers to **MERRIWA CENTRAL SCHOOL**

"Principal" refers to the person occupying the position of, or acting as, principal of the school.

Merriwa Central School

Bow Street Merriwa NSW 2329

merriwa-c.school@det.nsw.edu.au

www.merriwa-c.schools.nsw.edu.au

Secondary Campus T 6548 2119 F 6548 2534

Primary Campus T 6548 2101 F 6548 2797

2.

AUTHORITY TO USE

- 2 The State grants to the community user, licence and authority to use the premises and equipment for (write accurate description of activity)
-
-

and for no other purpose. This authority is not transferable.

DURATION OF USE

- 3 This Agreement shall commence on _____ (date of commencement) and terminate on _____ (date of termination). The premises and equipment will be used by the community user (write times and days and hours on which premises and equipment are to be used).

FEES

- 4 The community user shall pay to the school _____ to cover the use of the premises and equipment for the duration of this Agreement. Payment will be made in the following way _____

INDEMNITY

- 5 The community user must be covered by a broadform contractual third party liability policy that indemnifies the State against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of:

INSURANCE

- 6 A) The school has taken out the Community Use Insurance Cover arranged by the Department of School Education

OR

- B) The community user has taken out and shall maintain broadform contractual third party liability insurance coverage of at least \$2 million with the State of New South Wales as an additional named insured and subject to a cross liability clause, with a company approved by the state. (Complete all details below).

(STRIKE OUT A OR B, whichever is not applicable)

The community user has taken out and shall maintain workers' compensation insurance coverage with a licensed insurer under the Workers' Compensation Act, 1987 in respect of any employees of the community user who are employed in connection with the use of the premises and equipment

TERMINATION

7 At any time the State has the right to suspend or terminate this Agreement in the event of:

- An emergency where areas used by the community group are urgently needed to house students or provide accommodation during disaster periods;
- A federal, state or local election or a referendum.

Should there be no default by the community user at the date of suspension or termination, any fees paid for the period of the suspension or for a period beyond the termination will be refunded.

At any time the principal has the right to terminate this Agreement or refuse future use if there has been a significant breach or repeated breaches of the agreed conditions attached hereunder. In the case of termination the principal must give one week's notice in writing. The community user may terminate this Agreement at any time by giving one week's notice in writing. Should there be no default by the community user at the date of termination, any fees paid for a period beyond the termination will be refunded.

SIGNED

Principal

Witness

Community User

Witness

- Key deposit - \$50
- Fees – schedule of fees available upon application. Fee's may be waived for community use at the discretion of the Principal.

CONDITIONS OF USE

The community user will:

- a) Not use premises or equipment other than stated in Clause 1;
- b) Not use the premises at any other time and day other than stated in Clause 3 unless agreed in writing between the community user and the principal and noted hereunder;
- c) Not use the premises on any public holiday or during school vacations without the written consent of the principal;
- d) Ensure that all users who enter and exit the school grounds under this Agreement do so as directed by the principal;
- e) Not interfere in any way with the operation of the school or with records, materials or equipment of the school, staff or pupils and in particular not to use any machinery or equipment other than any equipment specified in Clause 1 and will not remove any equipment from the school premises;
- f) Not make any structural alterations to the school premises including the attachment of nails, screws or any other fastenings to walls or fittings with the permission of the principal;
- g) Ensure that after each use all furniture is replaced in it's original position unless otherwise specified by the principal;
- h) Ensure that all persons allowed on the premises or permitted by the community user to use equipment shall properly conduct themselves and ensure that any person forbidden by the principal to use the premises or equipment does not do so;
- i) Ensure that any children allowed to enter under this agreement are properly supervised at all times and only use the premises specified in Clause 1;
- j) Ensure that smoking does not occur;**
- k) Ensure that no game of chance or gambling is carried out on the premises, unless an appropriate authority or licence has been obtained from the Chief Secretary's Department or other regulatory body;
- l) Not engage in any activity which breaches the Copyright Act;
- m) Notify the principal immediately in writing of any accident to any person while on the school premises under this agreement and provide such statements from witnesses and the person/s injured as the principal or the Department of School Education's Legal Services Directorate may require;
- n) Leave the premises and any toilets or other parts of the school buildings and all entrance and exit routes in a clean and tidy condition after each use or arrange and pay for the cleaning of the premises;
- o) Make full restitution for any damages to equipment or premises as may in the principal's opinion be necessary;
- p) Ensure that where premises include the use of a swimming pool, the following are observed;
 - Infants and non-swimmers must not be admitted to the pool area unless accompanied by an adult
 - An adult must be nominated by the group to assume responsibility for good order
 - The pool entrance must be supervised at all times
 - Under no circumstances is alcohol permitted within or near the pool
 - One person with a relevant lifesaving certificate must be in attendance for each 30 people or part thereof.
- q) Allow the principal or the principal's nominee to enter the premises at any time for the purpose of inspecting the premises or equipment;
- r) Vacate the premises on or before the authorised time each day of use and ensure that the premises are locked and secured at the end of each use;
- s) Not continue to use the premises beyond the expiration of the term of this Agreement and reapply if continued use is required;
- t) Obey any reasonable request by the principal concerning the use of the premises and equipment as stated below.