



**BATAVIA HALL
GERALDTON GRAMMAR SCHOOL
HIRE AGREEMENT AND CONDITIONS**

Agreement for hire of School facility between:

The Owner: Geraldton Grammar School Inc. of 134 George Road, Geraldton WA 6530, and

The Hirer :

Of

Geraldton Grammar School Inc is a Christian School in the Anglican Tradition which seeks to serve its community by offering its private facility for hire. At all times Geraldton Grammar School reserves the right to accept or reject any request to hire its facility in accordance with the established objectives, principles and standards of the school.

Whereas the Owner has agreed at the request of the Hirer to hire the Facility to the Hirer upon the following terms and conditions:

CONDITIONS OF HIRE :

1 These conditions of Hire for part of the Contract of Hire between the Geraldton Grammar School Batavia Hall and the Hirer of the Geraldton Grammar School Batavia Hall.

2 Definitions:

‘The School’ refers to the Geraldton Grammar School, George Road, Geraldton , Western Australia

‘The Hall’ refers to the Geraldton Grammar School Batavia Hall, George Road, Geraldton, Western Australia

‘The Hirer’ refers to the client or representative of the client of Geraldton Grammar School making the application for hire or actually hiring the Hall

The ‘Hire’ refers to the Contract of Hire

3 Bookings:

The hire charges are quoted in writing by the School. Any request to alter the requirements of the Hirer, by the Hirer, must be made in writing to the Hall Coordinator

Application for the hire of the Hall shall be in writing on the form supplied and addresses to the Hall Coordinator Geraldton Grammar School

Bookings will not be accepted without the specified booking deposit and Application Form being received by the School

The School reserves its right to absolute discretion in hiring the Hall and may refuse to hire the Hall to any person or persons without giving reasons therefore.

4 Business Conditions:

A deposit being 25% of the total estimated hire charge shall be paid to secure the booking not less than six (6) weeks before the date of the commencement of the hire period

The booking will be deemed 'made' upon presentation of the deposit to the School and the signing of the function agreement application

The balance of the hire charge shall be paid in full within seven (7) days of the date of the event

All cheques to be made payable to Geraldton Grammar School, or by Direct Deposit or Credit Card by telephone

5 Insurance:

Hirer will not do or suffer or permit to be done anything in the Hall or the School so as to render void or voidable any policies of insurance held by the School in respect of itself or the Hall against damage by fire, for public liability or otherwise or so as to cause the premium rate on such policies to increase. In the event of any such increase in premium being sought by the insurers of the School, the Hirer will indemnify the School against such increased premiums. Should the function or use of the Hall by the Hirer create any unusual or different risk to that in respect of which the School is insured the Hirer shall be responsible for the cost of insuring any such additional risk and shall indemnify the School therefore. The School will make available to the Hirer on the Hirer's request the policies of insurance held by the School for the Hirer's examination.

It is the responsibility of the Hirer to insure all items brought into the Hall or the School. The School accepts no responsibility for any loss or damage resulting to such items. This includes items and equipment hired by the Hirer.

The School will not be liable to the Hirer for any loss or damage whatsoever incurred by the Hirer or any other person in the event of the Hall being unavailable for use for reasons beyond the control of the School. The liability of the School to the Hirer for the purposes of this clause is limited to a refund of any payments made by the Hirer to the School for the hire of the Hall.

6 Cancellations:

Cancellations shall be made in writing to the Hall Coordinator

If the Hirer gives less than six (6) weeks notice in writing of the cancellation of their booking, the Hirers confirming deposit will be forfeited to the School

If the Hirer gives less than twenty-four (24) hours notice in writing of the cancellation of their booking the total contracted charges for the hire shall be paid to the School

The School shall not be held liable for the interference, disruption, or enforced cancellation of hire caused by industrial action, and Act of God, or any other circumstance that is beyond the control of the School

The School, at its discretion, may prohibit any function, which in its sole opinion is considered objectionable or dangerous or which is contrary to law or which infringes any copyright or is prohibited by 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 or in direct or indirect consequence of the School's prohibition of any performance or function of the Hirer.

6 Publicity:

Any publicity, whether in poster form, on tickets, or in the media shall correctly refer to the venue as the "Batavia Hall, Geraldton Grammar School"

7 Good Order:

The Hirer shall comply with the provisions of the School, the Regulations of the School and with the provision of all Acts and Regulations applicable to the Hirer, including the Health Act, Occupational Safety and Health Act, the Local Government Act, Sunday Entertainment Act and any Regulations made there under and shall indemnify and keep identified the School against all losses, expenses, liabilities, claims, and damages incurred as a result of the Hirer's breach of any such Act, By-Law, Statue or Regulation

The Hirer shall indemnify and keep indemnified the School against all losses, expenses, liabilities, claims and damages incurred by the School for infringement of copyright arising from the Hirer's use of the premises. The School is under no obligation to ensure, prior to use of the premises, that the activity for which the premises are hired does not infringe copyright.

The Hirer shall not admit patrons to the premises more than the number agreed

The Hirer shall comply with any instruction of any member of the School to ensure good order is maintained

9 Staff:

The School may employ additional staff, or insist that the Hirer provide additional staff, such as Waitpersons, Parking Attendants deemed necessary by a representative of the School, to ensure the smooth running of a function, at the Hirer's expense

10 Alterations:

The Hirer shall not make any additions or alterations whether permanent or temporary to the building, furnishings, technical or other facilities in the Hall without obtaining in writing prior consent of the Hall Coordinator

11 Damage to Premises and Equipment:

The Hirer shall inspect the original condition of the Hall and all facilities and be responsible for any damage to the Hall, furniture or effects belonging to the School caused by the Hirer or any employee, agent or persons associated with the Hirer.

The Hirer shall be responsible for additional costs incurred by the School for all cleaning caused by the Hirer's use of the Hall.

No animals, birds or insects may be brought into the Hall without the prior written consent of the School

The School accepts no responsibility for the theft of or damage to any of the Hirer's equipment, properties or other items whatsoever including the personal property of persons in the Hall or elsewhere at the School.

No naked flame, smoke, explosive, pyrotechnic or similar equipment will be used in the Hall without the prior consent of the School given in writing.

12 Geraldton Grammar School is a Non Smoking Campus

13 Food and Beverages

All food consumed in the Hall is to be provided by the Hirer's catering company

NO NUT OR NUT PRODUCTS ARE TO BE PREPARED IN THE SCHOOL CANTEEN

14 Security

The Hirer has no right of access to the Hall at times other than those agreed by the School. Delivery times and the times agreed to by the Hirer for removal of Hirer's equipment and any other properties or items in connection with use of the Hall must be adhered to strictly.

The use of the Hall by the Hirer will at all times be under the sole direction and control of the School. The School shall have unfettered right to terminate any function or use of the Hall at any time at its absolute discretion and for whatever reason. The School retains a free and unfettered right of access to all parts of the Hall by the School at any time during a function or otherwise.

No game of chance at which money or money's worth is passed whether directly or indirectly as a prize shall take place in any part of the Hall or the School without prior written consent of the School

No unseemly dress, obscene or insulting language or disorderly behaviour shall be permitted in any part of the Hall or the School.

The School shall have the right to refuse admission to any person or group of persons at its absolute discretion and reserve the right to request any person or group of persons to leave the Hall and the School without giving reason therefore.

15 Technical and Other Equipment:

Equipment provided by the School may only be operated by a person or persons whose expertise is acceptable to the School and who has satisfied the School of their competence in such manner as the School in its absolute discretion determine and such person or persons at all times under the supervision and subject to the direction of the School

It is the responsibility of the Hirer to remove from the Hall and the School all items brought into the Hall or the School by the Hirer immediately following the conclusion of the hire period of the Hall. If any such items are not removed, the School shall dispose of such items by whatever means the School at its absolute discretion deems fit

16 General

The School reserves the right to approve all programs of performances, conferences and other use of the Hall. The Hirer must, on request of the School, submit to the School at least six (6) weeks prior to the commencement of the period of hire, a program for approval by the School. If the Hirer fails to comply with such a request, the Hirer shall be deemed to be in breach of those Conditions of Hire and the School may in its absolute discretion terminate the agreement for hire. On such termination the School shall be entitled to retain as and by way of liquidated damages the amount of any deposit and other charges paid by the Hirer to the School

I have read and agree to the above Terms and Conditions of use

SIGNED BY THE HIRER/or its duly authorised Representative

Print Name	DATE
-------------------	-------------