



Application for Hire of School Facilities

Organisation			
Postal Address			
Organisation Contact		Position	
Email		Mobile	

Facility to be hired (please indicate number required)

Gymnasium Courts (x2)	Pavilion (Upstairs)
Oval	Pavilion Changerooms
Soccer Pitch	Multipurpose Area
Hockey Pitch	Food Technology Centre
Tennis Courts (x12)	Lecture Theatre
Outdoor Basketball/Netball Courts (x4)	Meeting Rooms
Cricket Nets (x3)	Performing Arts Wing (PAW)

Proposed Use (describe the function/event)

Date	Start Time	End Time	Regular OR One-Off	Expected # People Attending	Expected # Cars Parked

I have received, read, understood, and agreed to the following documents:

- Newhaven College Terms and Conditions for Hire of School Facilities
- Facility-specific Terms and Conditions for each requested facility

Contact Signature	Date
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OFFICE USE

Facilities							
Court/Area	# Required	# Courts/Areas	Rate per Court/Area	Total			
Gymnasium Courts (x2)							
Oval							
Soccer Pitch							
Hockey Pitch							
Tennis Courts (x12)							
Outdoor Basketball/Netball Courts (x4)							
Cricket Nets (x3)							
Pavilion (Upstairs)							
Pavilion Changerooms							
Multipurpose Area							
Food Technology Centre							
Lecture Theatre							
Meeting Rooms							
PAW - Rehearsal Hall							
PAW - Black Box Theatre							
PAW - Foyer							
				<i>Subtotal (\$ inc GST)</i>			
				<i>Other Charges (\$ inc GST)</i>			
				<i>Deposit (\$ inc GST)</i>			
				<i>Bond (\$ inc GST)</i>			
				<i>Total (\$ inc GST)</i>			
Key Dates							
	Due	Paid	Returned	Security	ID#	Issued	Returned
Deposit				Keys			
Bond				Fobs			
Balance				PIN			
Entered in Calendar							
Approval Signature		Date					

Please note: Bond is refundable providing that all other amounts are paid and that there is no damage to College Property



Newhaven College Terms and Conditions for Hire of School Facilities

Newhaven College is a co-educational independent school which seeks to serve its community by offering its private facilities for hire. Newhaven College reserves the right to accept or reject any request to hire its facilities.

The College has the following facilities available for hire, subject to availability. Each facility has its own Terms and Conditions in relation to hire.

- Gymnasium
- Meeting rooms
- Seminar rooms
- Pavilion
- Food Technology Centre
- Sport playing fields
- Industrial Kitchen
- Multipurpose areas

To ensure that Newhaven College is adequately protected by law, and to provide parameters over-seeing the establishment of such an agreement, the following guidelines are provided as the basis for any hire agreement.

A hire agreement will cover such things as the duration of the agreement, times and days of access and use, termination and notice, lease/hire fee, payment terms, insurance, security, ancillary services (e.g. audio and lighting services), responsibility for utility services (e.g. water, electricity, rates etc.), damages and loss, responsible contact officers and other terms identified from time to time.

As lessees or hirers may be located on the College site, the Principal shall determine for each agreement whether employees of the lessees or hirer must be subject to a police check and other security measures in order to maintain a duty of care to students, staff and volunteers of the College.

All arrangements will only be made with parties who do not actively subscribe to attitudes, behaviour, or philosophies that directly contradict or oppose the mission and vision of Newhaven College.

The College reserves its right to absolute discretion in the hiring of its facilities and if it refuses to hire facilities to any person or organisation will not need to give reasons therefore.

An application to hire a facility will only be guaranteed upon confirmation of booking by the Director of Business. Newhaven College may, from time to time, fix, review and alter the charges to be levied for the hire of the Gym. The fee will be that which applies at the date of the hire, notwithstanding that the charge may have altered since the date on which the booking was made.



1.0 HIRE CONDITIONS

- 1.1 *Tentative Bookings* – Tentative bookings will be held for up to 14 days. A booking will be confirmed only upon receipt of a completed application form, evidence of any necessary insurance and the necessary payments.
- 1.2 *Full Hire Fee* – The full hire fee as determined by Newhaven College shall be paid to the school **within 5 working days prior to use**. If the full amount is not paid within 5 working days prior to the Event, the booking will be automatically cancelled.
- 1.3 Newhaven College may, from time to time fix, review and alter the charges to be levied for the hire of the Gym. The fee will be that which applies at the date of the hire, notwithstanding that the charge may have altered since the date on which the booking was made.
- 1.4 Newhaven College reserves the right to charge a special bond for a high-risk event.
- 1.5 *Cancellation by Newhaven College* – Newhaven College may cancel any booking when the Gym is required for Newhaven College events. There will be at least six weeks' notice from the College if this is to occur. Generally any long term hirer will be informed of these dates a term in advance.
- 1.6 *Access* – The times booked must include set up time, and the time that the last person exits the facility. The facility can only be used at the times stated and paid for. Any use of the facility after the engaged time will attract an extra cost. These charges must be paid by the hirer to Newhaven College within 7 days of the issue of an invoice.
- 1.7 *Persons Requiring Access* – Hirers must provide on the application form, details of any persons who, or bodies which, require access to the Facility
- 1.8 *Failure to pay hire fees* in advance or the designated security bond will result in withdrawal of the hire agreement. Any payment which is dishonoured or rejected by a financial institution shall also result in withdrawal of the agreement.
- 1.9 The hirer must provide an estimate of the maximum number of people attending the function at the College facility. This number shall not be exceeded.
- 1.10 Unless otherwise stated, all fees and charges are expressed exclusive of GST

2.0 REFUSAL TO LET AND SUB-LETTING

- 2.1 Newhaven College reserves the right to refuse applications for hire.
- 2.2 No portion of the facility hired, may be sub-let nor can any booking be transferred or assigned.
- 2.3 Only those areas applied for are available for use.



3.0 AMENDMENT OF CONDITIONS OF HIRE

Hirers are advised that these conditions of hire may be amended by Newhaven College without notice at any time. Notwithstanding this, when conditions are amended every effort will be made to inform all hirers.

4.0 BOOKINGS

- 4.1 Bookings will not be accepted without the College's receipt of the specific booking application form and deposit.
- 4.2 Tentative bookings will only be held for a period of 14 days.
- 4.3 No booking will be accepted from any person under the age of 18 years.
- 4.4 No casual bookings will be accepted more than 12 months in advance.

5.0 BUSINESS CONDITIONS

- 5.1 A deposit designated by the Business Manager shall be paid to secure the booking not less than two (2) weeks before the date of the commencement of the hire period.
- 5.2 The balance of the charge shall be paid within 5 working days of the hire, unless otherwise arranged. For long time hire, payment dates will be discussed in advance with the Business Manager.
- 5.3 The bookings will be deemed "made" upon presentation of the hire charge to the College and the signing of the function agreement application.
- 5.4 All payments are to be by direct deposit, or by credit card.

6.0 PUBLICITY

Any publicity, whether in poster form, on tickets, or in the media shall correctly refer to the venue as Newhaven College, 1770 Phillip Island Road, Phillip Island, Vic, 3923.

7.0 PROHIBITED ACTIVITIES

The following activities are prohibited on, in and around the College facility:

- 7.1 NO SMOKING is allowed in the facility or anywhere on the College grounds. The College is a "smoke free" zone.
- 7.2 Drugs and other illegal substances are not permitted inside the Facility or on the school grounds.
- 7.3 Newhaven College reserves the right to deny entry to the facility and/or request any person affected by alcohol or any drug or other substance to leave the facility and the school grounds.



- 7.4 Fixing of nails, screws or other fittings to the building or structure.
- 7.5 Alterations to electrical, gas or plumbing installations.
- 7.6 Lighting of fires or discharge of fireworks.
- 7.7 Due to fire insurance restrictions smoke machines and helium balloons are not permitted indoors. The hirer is liable to pay for a breach resulting in 'Emergency Services' being called to the facility.

8.0 BEHAVIOUR

- 8.1 No obscene or insulting language, disorderly behavior or damage to property shall be permitted in any part of the school.
- 8.2 Patrons using the facility are to remain with the facility and its immediate surrounds and are not to go into any other buildings on site.

9.0 PRIOR APPROVAL

The following activities require specific approval PRIOR to hiring:

- 9.1 Sale or provision of alcohol.
- 9.2 Sale or provision of food or other beverages.
- 9.3 Erection of any temporary structure (e.g. staging, marquee, sunshade, portable toilet etc.)
- 9.4 Ball games or similar activities in a facility not designed or expected to be used for such activities.
- 9.5 Bringing any animals into the facility. Guide dogs and Helper dogs exempt.
- 9.6 Bringing any electrical equipment onto site. All electrical items must be safety tested by the hirer prior for approved use in the facility.
- 9.7 Use of a portable barbecue or other cooking equipment.
- 9.8 Use of flammable material, liquid, fuel or other flammable sources of energy.
- 9.10 Display any sign, hoarding or notice for the purpose of advertising.

10.0 STAFF

The College may employ additional staff, or insist that the hirer provide additional staff such as ushers, parking attendants, or security, deemed necessary by a representative of the College, to ensure the smooth running of a function, at the hirer's expense.



11.0 DAMAGE TO PREMISES AND EQUIPMENT

- 11.1 The hirer shall inspect the original condition of the facility to be hired and be responsible for any damage to the facility including furniture or effects belonging to the College caused by the hirer or any employee, agent or persons associated with the hirer.
- 11.2 The hirer shall be responsible for additional costs incurred by the College for all cleaning caused by the hirer's use of the facility.
- 11.3 The hirer will be liable on demand to pay the full cost of extra cleaning or repairs occasioned by damage to the facility, equipment, or any furniture or fittings as a result of the hiring.

12.0 THEFT

Neither Newhaven College nor its staff shall be liable for any loss or damage sustained by the hirer, or any person, firm, corporation entrusted to or supplying any article or thing to the hirer by reason of any such article being stolen, damaged or lost and the hirer agrees to indemnify Newhaven College against any such actions.

13.0 PARKING

- 13.2 Parking is only permitted in designated parking areas.
- 13.2 The Hirer will be responsible and charged for any damage caused by any of their patrons who park outside of these areas.

14.0 BUILDING CODE

The hirer must comply in every respect with the *Building Act 1993* and the *Health Act 1958* with regard to public buildings for the prevention of over-crowding, obstruction of fire exits, corridors, passages and any other part of the facility. Failure to adhere to instructions may result in the cancellation of the hire.

In particular:

- No Fire Exits can be obstructed at any time.
- No smoke (machines) or open flame is allowed.
- No Helium Balloons are permitted in the Gymnasium.
- Any Fire Brigade call-out costs will be forwarded to the hirer if any fire alarm is set off or a call out made due to a false alarm caused by the hirer.

15.0 PRIVACY

Newhaven College collects information for the purpose of registering the booking. The personal information collected will only be used to communicate with the applicant for hire or for regulatory safety or other lawful purposes.

16.0 INSURANCE

The hirer must take out public liability insurance. The hirer must supply a certificate of currency for that public liability insurance **7 days prior to the Event.**



17.0 GOOD ORDER

The hirer shall comply with the provisions of the College, the regulations of the College 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 thereunder shall indemnify and keep indemnified the College against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any such Act, By-Law or Regulation.

18.0 CANCELLATIONS

- 18.1 Cancellations must be made in writing or via email.
- 18.2 If the hirer gives less than four (4) weeks' notice in writing of the cancellation of their booking, the hirer's confirming deposit will be forfeited to the College.
- 18.3 If the hirer gives less than 24 hours' notice in writing of the cancellation of their booking, the total contracted charges for the hire shall be paid to the College.
- 18.4 The College shall not be held liable for the interference, disruption, or enforced cancellation of hire caused by industrial action, Act of God, or any other circumstance that is beyond the control of the College.
- 18.5 The College, at its discretion, may prohibit any function, which in its sole opinion is considered objectionable or dangerous or which is contrary to the law or which infringes any copyright or is prohibited by law or which would be detrimental to the good standing and reputation of the College. In such case, the hirer shall be deemed to have consented to the prohibition and the College shall not be liable for any loss or damage suffered by the hirer or in direct or indirect consequence of the College's prohibition of any performance or function of the hirer.

19.0 INSURANCE

- 19.1 The hirer will not do or suffer or permit to be done anything in the facility so as to render void or voidable any policies of insurance held by the College in respect of itself or the facilities 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 College, the hirer will indemnify the College against such increased premiums.
- 19.2 Should the function or use of the College by the hirer create any unusual or different risk to that in respect of which the College is insured the hirer shall be responsible for the cost of insuring any such additional risk and shall indemnify the College.
- 19.3 It is the responsibility of the hirer to insure all items brought into the facilities or the College. The College accepts no responsibility for any loss or damage resulting from such items. This includes items and equipment hired by the hirer.
- 19.4 The College 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 facilities being unavailable for use for reasons beyond the



control of the College. The liability of the College to the hirer for the purpose of this clause is limited to a refund of any payments made by the hirer to the College for the hire of its facilities.

- 19.5 The hirer shall provide evidence with the application of a current Public and Products Liability Insurance Policy with a minimum limit of liability of \$10,000,000 and Newhaven College noted as an interested party. No application will be approved until the Business Operations Manager sights evidence of such insurance cover.

20.0 SECURITY

- 20.1 The hirer has no right of access to the College at times other than those agreed by the College. 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 facilities must be adhered to strictly.
- 20.2 The use of facilities by the hirer will at all times be under the sole direction and control of the College. The College shall have unfettered right to terminate any function or use of the facilities at any time at its absolute discretion and for whatever reason. The College retains a free and unfettered right of access to all parts of the College facilities at any time during a function or otherwise.
- 20.3 No game of chance at which money or money's worth is passed whether directly or indirectly as a prize shall take place in the College without prior written consent by the College.
- 20.4 No unseemly dress, obscene or insulting language or disorderly behaviour shall be permitted in any part of the College. The College 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 facility/ies and the College without giving reason therefore.
- 20.5 It is the responsibility of the hirer to remove from the College all items brought into its facility by the hirer immediately following the conclusion of the hire period of the facility. If any such items are not removed, the College shall dispose of such items by whatever means the College at its absolute discretion deems fit. Any costs incurred will be payable by the hirer.

21.0 SAFETY

- 21.1 For gatherings greater than 200 people, the hirer shall provide an evacuation/emergency plan with their application.
- 21.2 The hirer and persons associated with the hirer shall at all times observe directions of College officers or their agents and comply with instructions given.
- 21.3 The hirer shall comply with the instruction of emergency services personnel in order to protect the facility or its users.
- 21.4 All care must be taken by the hirer to ensure that noise is kept to acceptable levels as specified under the Environment Protection (industrial noise) Policy 1994 of the Environment Protection Act 1993. In the event that amplified sound or music being played during the period of hire, the hirer is to ensure that the volume is kept to a level so as not to inconvenience nearby residents. The College may withhold payment of the security bond where there has been serious breach of noise (e.g.



where the disturbance has necessitated the attendance of Police) in recognition of impact on the name and image of the College.

- 21.5 The hirer must remind patrons that children must be under adult supervision AT ALL TIMES.
- 21.6 Exit doors are to remain clear and shut at all times and are not to be used for general access but for emergency exit only.

22.0 CLEANING

The hire fee includes an allowance for basic cleaning, but it is expected that the hirer will remove all debris, decorations, foodstuffs, drink containers and other waste within 1 hour of completion of the function. All debris and waste is to be placed in garbage bags and placed in rubbish bins provided.

The cost of extra cleaning or removing any soiling, marking or excessive dirt shall be at the cost of the hirer.

23.0 ACCESS – KEYS AND SECURITY

- 23.1 The College will, depending on the hire times, either provide the hirer with a key or fob, or will arrange for College staff to open and close the facility. For casual bookings, the key or fob will be issued the working day prior to the booking. These must be returned to the College on the first working day after the booking, or under such other arrangements as agreed with the College's Business Manager.
- 23.2 Where keys or fobs are not collected during College hours, the College staff are required to issue the keys after hours, a call-out fee will be charged to the hirer.
- 23.2 Where the hirer loses keys, the cost of replacement keys (and cost of re-keying locks if deemed necessary) will be charged to the hirer or deducted from the security bond.
- 23.3 The hirer shall take necessary steps and provide resources to secure the facility and the property of the College during and on completion of the period of hire.
- 23.4 All equipment, valuables and personal effects brought onto the College property by the hirer or an associate shall remain the responsibility of the hirer.
- 23.5 For long term hire, keys/fobs will be issued. These are only to be given to those listed on the application form.
- 23.6 For hire of the Sports Oval, Tennis Courts, Hockey or soccer fields, for a duration of over one hour, the Pavilion's 'ambulant/accessible toilet' and two change rooms will be operable via the use of a key located in a key safe on site. (Location and code provided once booking is processed).

24.0 CAR PARKING

- 24.1 Parking is to be in the designated parking bays.
- 24.2 No vehicles are to be parked or driven on paved or grassed areas around the facility without approval from the Business Operations Manager.



- 24.3 Only people with disabled parking permits shall park in those areas marked for the disabled.
- 24.4 The parking spaces reserved for College Business Manager and Principal are to be left accessible to the College at all times.

25.0 COMPLETION OF HIRE

- 25.1 The hirer will replace any furniture and equipment that is moved by it to their original position after the function.
- 25.2 The hirer will ensure that proper care is taken of the premises, external surrounds and all contents.
- 25.3 Any damage or loss sustained to the property or equipment which occurs while the premises are being used by the hirer will be made good to a standard required by the College. The cost of any repair shall be deducted from any security bond and if this is insufficient, a tax invoice payable within 14 days shall be raised by the College.
- 25.4 The security bond shall be refunded within 14 days of the period of hire, subject to inspection by the College and the satisfactory return of the facility to the College.

26.0 BREACH OF CONDITIONS

A breach to one or more of these conditions may lead to withdrawal of any approval to hire which may have been granted to any person, group or member of the hirer.

27.0 INDEMNITY

The hirer shall indemnify the College and all persons and bodies acting for and on behalf of the College against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses whatsoever (including injury to person and damage to or loss of property) for which the hirer may be or become liable directly or indirectly arising out of the use of the College facility during the period specified in this application.

28.0 GENERAL

- 28.1 The College reserves the right to approve all programs of performance, conferences and other use of its facilities.
- 28.2 The hirer must, on request of the College, submit to the College at least four (4) weeks prior to the commencement of the period of hire, a program for approval by the College. 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 may in its absolute discretion terminate the agreement for hire. On such termination, the College 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 College.