St Mary’s Primary School, Moruya

Policy for the Hire of
St Mary’s Performing Arts Centre
2014
Rationale

The hire and subsequent use of the St Mary’s Performing Arts Centre by community groups is seen as providing a valuable service to these groups. It also promotes the school within the wider community, potentially offering activities that may directly benefit members of our school community.

How to Hire St Mary’s Performing Arts Centre

1. **Obtain an Application Form**
   These are available from the main office and on our school website.

2. **Visit the School and Performing Arts Centre**
   You will need a member of the committee to show you the facility and sign your application.

3. **Obtain a Public Risk Insurance Policy to the minimum of $20 million dollars.**
   This is required to protect you and the school against any claim which may arise from the activities you are organising in the building.

4. **Return the Completed Application Form and Public Risk Insurance Policy to the School for Approval**

5. **Payment for Hire**
   Payment for the hire of centre must be made seven days in advance. This can be done at the time you lodge your application form with the school. Payment is made to ‘St Mary’s Primary School’.

   If you wish to make a permanent reservation, payment is required a month in advance. Details of the booking should be forwarded to the school with your payment at least seven (7) days before the last payment expires. This reservation is forfeited if you do not pay on time.

   Alternatively, the Principal may require special arrangements to be made for payment.

6. **How to Change Your Booking**
   If you decide to cancel or change a booking you must write to the Principal or phone 4474 2817.

   To obtain a refund, a request must reach the office at least 2 days before your reservation. Long term bookings may have special cancellation arrangements.

7. **The School reserves the right to use the hall for school or parish purposes. It must notify the hirer in advance.**
**Conditions of Hire**

St Mary’s Performing Arts Centre is available for hire on an hourly or daily basis with the centre available for single events or on a regular weekly, monthly or scheduled date’s basis.

St Mary’s expressly reserves the right to cancel any booking for a function should the centre be required for a School/Parish function. The school will provide as much notice as possible should this become necessary.

Hirers must terminate activities at the conclusion of the approved hiring session and vacate the area in a reasonable time.

Regular (permanent) bookings are for a school calendar year only and must be renewed at the commencement of each school year. Fees will be reviewed annually.

All proposed activities must be in keeping with the values and ethos of St Mary’s Primary School.

**Licence Agreement**

The hirer must sign a copy of the Conditions of Hire and provide a copy to the Principal of St Mary’s prior to obtaining entry to the Centre.

**Access**

Approval to hire part of the School facilities does not give the hirer right of entry to any other part of the school area, the use of school services, other than in accordance with the terms of hire of the Performing Arts Centre, or the right of entry on to school grounds, other than by reasonable approach to the centre.

The Principal or his/her representative shall at all times, notwithstanding any hiring, be entitled to free access to the facilities hired.

St Mary’s expressly reserves the right to immediately cancel any function should the hirer or the hirer’s invitees not conduct themselves in an appropriate manner or in accordance with these conditions.
**Cancellation**

Any arrangement for the hire of the centre may be cancelled at any time prior to the date for hire by the Principal or School Community Council.

To obtain a full refund of any deposit paid, cancellations must be received in writing at least 48 hours prior to cancellation. No refund is payable if cancellations are made less than 48 hours prior to the reserved hire. Postponements are acceptable only if an alternative available date can be negotiated. This condition may be waived in exceptional circumstances at the sole discretion of the Principal.

Hirers will be held strictly liable for any damage caused to any buildings, fittings, fixtures, furniture or equipment by any means whatsoever. The hirer agrees to pay the cost of replacement, rectification or repair as may be the case in full to St Mary’s within seven days of a quotation being provided by a qualified tradesperson. This term is essential.

**Relationship**

This agreement does not create the relationship of landlord and tenant between St Mary’s Primary School and the hirer.

**Sub-letting**

'Any purported sub-letting, sub-licensing, sub-hire, or similar arrangement, of all or any part of the Performing Arts Centre, or any purported assignment of any rights created under this agreement by the hirer is prohibited and invalid. Any person coming on to the premises under such an arrangement will be considered a trespasser, and the hirer will forfeit their right to the hire agreement immediately.'

**Security**

The hirer will nominate a person in writing, who shall be delegated to collect the appropriate keys from the School and to ensure that all lights, heating, air conditioning etc are switched off after the function and that all doors, windows and alarm systems are secured before leaving the area. The school reserves the right to pass on any costs incurred (such as security call out fees) as a result of not complying with these conditions.

**Keys**

A key deposit of $25 will be paid by the Hirer. This fee is refundable when keys are returned to St Mary’s School Office. Should any key be lost, the Hirer is to report loss to the Office immediately. The Hirer will pay for the replacement cost of any lost keys. The Hirer is not authorised to duplicate keys. Keys are not transferable (keys are issued to an individual not a group). Keys are not to be tagged with the name of the premises.
Insurance

The school insurance policies cover only those functions and activities which are directly associated with the school. It is a requirement that hirers of school facilities ensure that public liability cover and other insurances that may be required are arranged independently of the school. The hirer **MUST** provide to St Mary’s Primary School a copy of any such insurance policy. St Mary’s expressly reserves the right to refuse access to the centre should a current Certificate of Insurance or adequate Certificate of Insurance not be produced.

Liability or Damages

No person shall alter or remove any equipment, fittings, fixtures or furniture without the permission of the Principal. The floors, walls or any part of the school must not be written on, decorated, place carded, cut, broken, pierced by nails, screws or any other fixings in any way.

Air Conditioning

The Air Conditioning system is to remain at 23 degrees and is **NOT** to be changed under any circumstances. An additional fee of $22.00 may be charged should the hirer adjust the temperature of the air conditioning system.
Cleaning

The cleanliness of the School and its surrounds is a prime consideration and all users of school facilities must undertake to leave them in a condition acceptable to the Principal.

All chairs, trestles etc must be returned to their original position after use.

Therefore if required, after each function the school contract cleaner may be asked to inspect the areas used, and if necessary to do such work as deemed appropriate to reinstate the school to the acceptable standard. If there is any additional cost involved it must be paid by the hirer.

Basic cleaning materials and products may be provided by St Mary’s. The hirer should ensure they enquire where such materials are located prior to any function.

The School rubbish removal facilities do not have the capacity to hold refuse generated by non-curricular activities. The hirer is therefore required to remove all and any refuse at the conclusion of activities, unless prior arrangements are made with the Principal. Should it be necessary for St Mary’s to have refuse removed the hirer agrees to accept responsibility for any cost incurred and pay such amount to St Mary’s within 7 days of notification.

Where deemed appropriate by the School Principal, a bond may be required to cover anticipated cleaning or restoration costs. This requirement, including the amount of the bond, is at the discretion of the Principal.

Hirer’s Responsibilities relating to equipment and condition of premises

At the end of each period of hire and upon termination of the Agreement, the hirer will ensure that:

1. The premises, including machinery are left in a clean and tidy condition.
2. The equipment, including tables and chairs, are stored in the correct manner.
3. All equipment and machinery, excluding hot water and fridges, are to be turned off at power points.
4. All windows locked.
5. Sliding doors bolt locked but not keyed.
6. All external doors and shed doors locked.
7. All decorations, displays etc removed from the premises.
8. All rubbish removed and taken from the premises, or placed in the appropriate external bins
Prohibited Activities

No alcohol shall be brought into or consumed in the grounds of the school or its buildings without the express permission of the Principal. If the hirer intends to allow the sale of alcohol, they will obtain the appropriate permit or license which must be presented to and sighted by the Principal no less than fourteen days before the hire period. Alcohol is not to be consumed or sold to children under the age of eighteen years.

Smoking is not permitted on any part of the school grounds or in any part of the school buildings as per the Catholic Education Commissions Policy (23.11.91)

If a hirer has any doubt concerning the acceptability of a proposed activity, it is in their interest to check with the School Principal prior to undertaking hire of the facility. There shall be no obligation to refund any advanced fees of a hiring if cancelled because proposed activities are found to not be in keeping with School values and ethics.

Additional

St Mary’s will not enter into any hire agreements with persons under the age of eighteen.

St Mary’s expressly reserves the right to require the service of registered security guards for any function that it deems necessary at its sole and absolute discretion. The hirer must provide written proof of the engagement of such security services to the Principal of St Mary’s or such other authorised representative no later than seven days before date of hire.

Activities undertaken by the School Community Council, Parish Council and affiliated groups are generally exempt from fees.

If an exempted body wished to use school facilities for a fund raising activity, a nominal licence fee may be determined by the Principal.
Fees and Charges

Fees and Charges as at January 2012. Subject to change without notice. The hirer accepts no liability for changes, errors, additions or omissions.

Community Use – Church group, Volunteer organisation, etc,
$33.00 per hour
$110.00 per day
(* Or by negotiation with the Principal)

Commercial Use – Exercise class, Sporting groups, Seminars, etc
$50 per hour
$200 per day

Hall Hire – as meeting room $33.00 per hour
Hall Hire – Function/ day $110.00 per day
Hall Hire – Function/ night $220.00 per night

Equipment - Sound System $22.00
Equipment – PA System $22.00
Equipment – Projector $22.00
Equipment - Chairs $16.50 (per 50 chairs)

Cleaning Fee $220.00 for major functions (example: Evening function, weddings, conferences, band, performances)

All fees are inclusive of GST and may be changed at any time by the Principal or School Community Council at the end of a contract period or with 60 days notice.

I HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THE ABOVE AGREEMENT

Name: __________________________________________________________

Address: _______________________________________________________________________

Signature: _______________________________________________________________________

Date: __________________________
St Mary’s Primary School, Moruya
Application for use of the Performing Arts Centre

Name of Organisation: __________________________________________

Purpose of Booking: __________________________________________

Facilities Required:
- [ ] Hall
- [ ] Furniture
- [ ] Kitchenette
- [ ] Sound system
- [ ] Projector

Insurance Details: ____________________________________________
(Please note a copy of your current public liability policy is required)

Liquor Licence Details: _________________________________________

Individual Bookings: Date Bookings Required: ________________
From: _______________ To: _______________

Annual Reservations: Day of the Week: _______________________
Time Required: _______________________

Indicate if required: School Holidays: [ ] Yes [ ] No [ ]
Public Holidays: [ ] Yes [ ] No [ ]

This application must be lodged with St Mary’s School Office at least seven days before an anticipated booking.
If this application is approved, I _______________________________, undertake on behalf of my organisation to comply with the conditions attached to this form.

1. To restrict use of the building to the areas specified in the approval.
2. To comply with all reasonable requests made by the School Principal or their delegate.
3. To make good any damage and to leave the area used in a clean and tidy condition. (Please note that I there is a need to have the facility repaired or cleaned the cost of such work will be billed to the hirer)
4. All keys shall be returned to the School Principal or their delegate no later than twenty four hours after the termination of this agreement.

Name (Block Letters): _________________________________________

Address: ___________________________________________________

Telephone Number: ___________________________________________

Position held within the organisation: _____________________________

Cost per hour for hire of the facility: _____________________________

I confirm that I have express authorisation to enter into this agreement on behalf of (name of organisation)
_____________________________________________________________

Applicant’s signature: _________________________________________

Application supported/ Not supported

Principal’s signature: ___________________________ Date: ____________