

## Rationale:

Lowanna College maintains a number of facilities that are available for community use.

## Aim:

To outline in what way the community can access these facilities and the general conditions under which they are available to hire.

## Implementation:

1. Hiring of the College facility should not interfere with the educational program offered to students.
2. All applications for the use of the Auditorium/Gymnasium facility shall be on the form prescribed and signed by the applicant. It shall state the purpose for which the complex is to be utilised, the hours required and the applicants undertaking to comply with the conditions of hire.
3. Where an application is made on behalf of an organisation or body of persons, the applicant shall state the name of the organisation and their personal authority to make such an application.
4. Charges shall be levied as per the current schedule (see attached).
5. No obscene or insulting language, disorderly behaviour or damage to property will be tolerated in any part of the building. Offenders may be removed from the premises.
6. The hirer shall undertake to ensure the following:
  - a. Leave the stage, Auditorium seating and foyer area, dining room, dressing room and back stage corridors clear and tidy ready for the resumption of normal school classes.
  - b. Auditorium: All rubbish is to be removed from the area and placed in bins situated in the backstage area. The hirer will remove all props and scenery unless prior approval from the College has been given.
  - c. Gymnasium: A 'V Sweeper' is supplied for specific use of hirer, which is located in the Fire Hose Cupboard. The hirer shall sweep the area used and leave dirt on the wooden floor in the corner closest to the entrance (by the double doors). The hirer is also responsible for cleaning up any rubbish left after use; this can be placed in the corner closest to the double door.
7. Smoking is not permitted in or on Government buildings or grounds and within 5 metres of the perimeter.
8. Under no circumstances can liquor be brought to, or consumed on College premises.
9. If catering is required or you wish to undertake your own catering, please contact the College to discuss available options.
10. No food or drink is to be consumed in the Auditorium or Gymnasium and the College has a strict policy of no chewing gum.

## Evaluation:

This policy will be reviewed annually as part of the College's review cycle.

This policy was last ratified by College Council on 11 December 2018.



# Application for Hire of Facilities

<b>Organisation</b>		
<b>Type of Organisation</b>	<input type="checkbox"/> Community (not-for-profit)	<input type="checkbox"/> Commercial Enterprise
<b>Contact person:</b>		
<b>Position:</b>		
<b>Address:</b>		
<b>Telephone:</b>		
<b>email address:</b>		

## Details of Use/Event

Event Name: .....

Event Description: .....  
 .....

Date: ...../...../.....

Facility Required:  Auditorium  
 Gymnasium:  One Court  Two Courts

*Please complete the **usage schedule** on the back of this form.*

Copy of Currency for Third Party Insurance attached.

### Additional Services:

Catering/Canteen (please contact the school for details on service available)

I have read the **Facility Hire Policy** and agree to comply with the terms and conditions for the hire of this facility.

Signed: ..... Date: ...../...../.....

**Please note that a booking is not confirmed until this form is returned and the security bond is paid in full.**

### OFFICE USE ONLY

Security Bond	
Gymnasium	
Ticket Booth	
Auditorium	
Sound & Lighting	
Dining Room	
<b>Total</b>	

Received: ...../...../.....

Due by: ...../...../.....

Security Bond Refunded:  Yes  No (Condition report attached.)



# Application for Hire of Facilities: Usage Schedule

Facility	MON	TUE	WED	THU	FRI	SAT	SUN	Date (from)	Date (to)	Time (from)	Time (to)
Auditorium											
Make-up/dressing rooms)											
Dining Room											
Sound and Lighting											
<b>Gymnasium</b>											
Dining Room											
Ticket booth											

**Notes:**

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# Hire Rates as at 1 January 2019

All charges are inclusive of GST

## AUDITORIUM

### Community Rate (schools and other community not-for-profit organisations):

#### Auditorium only:

8:00am – 4:00pm .....	\$35 per hour, or \$260 total
4:00pm – midnight.....	\$360 (hourly rate not available)
8:00am – midnight (all day) .....	\$550 (hourly rate not available)

#### Auditorium (including make-up/dressing rooms):

8:00am – 4:00pm .....	N/A during school hours
4:00pm – midnight.....	\$400 (hourly rate not available)
8:00am – midnight (all day) .....	\$620 (hourly rate not available)

Sound and Lighting ..... \$150 (+\$45 per hour after the first 3 hours)

Please note: A Lowanna technician must be on site when College sound and lighting equipment is used

Booking Deposit/Bond ..... \$400

Cleaning fee ..... \$40 per hour

#### Optional extras:

Dining Room (room C11) ..... \$50

Please note: room C11 is only available out of school hours

### Commercial Rate:

#### Auditorium only:

8:00am – 4:00pm .....	\$80 per hour, or \$600 total
4:00pm – midnight.....	\$660 (hourly rate not available)
8:00am – midnight (all day) .....	\$990 (hourly rate not available)

#### Auditorium (including make-up/dressing rooms):

8:00am – 4:00pm .....	not available during school hours
4:00pm – midnight.....	\$800 (hourly rate not available)
8:00am – midnight (all day) .....	\$1130 (hourly rate not available)

#### Optional extras:

Dining Room (room C11) ..... \$80

Please note: room C11 is only available out of school hours

Sound and Lighting ..... \$150 (+\$45 per hour after the first 3 hours)

Please note: A Lowanna technician must be on site when College sound and lighting equipment is used.

Booking Deposit/Bond ..... \$600

Cleaning fee ..... \$40 per hour

# Hire Rates as at 1 January 2019

All charges are inclusive of GST

## GYMNASIUM

### Community Rate (schools and other community not-for-profit organisations):

Monday – Friday (one court only) .....4:00pm – 11:00pm..... \$40 per hour, or \$260 total

Monday – Friday (both courts).....4:00pm – 11:00pm..... \$70 per hour, or \$455 total

*Please note: Gymnasium is not available prior to 4:00pm during the school term*

Saturday – Sunday (one court only).....8:00am – 4:00pm ..... \$20 per hour, or \$150 total

4:00pm – 11:00pm..... \$30 per hour, or \$195 total

8:00am – 11:00pm (all day) ..... \$250 (hourly rate not available)

Saturday – Sunday (both courts) .....8:00am – 4:00pm ..... \$30 per hour, or \$225 total

4:00pm – 11:00pm..... \$40 per hour, or \$260 total

8:00am – 11:00pm (all day) ..... \$350 (hourly rate not available)

*Please note: Saturday – Sunday rates apply during school holidays*

### Optional extras:

Dining Room (room C11) ..... \$50

Ticket Booth..... \$30

Booking Deposit/Bond ..... \$200

Cleaning fee .....\$40 per hour

### Commercial Rate:

Monday – Friday (one court only) .....4:00pm – 11:00pm..... \$70 per hour, or \$455 total

Monday – Friday (both courts).....4:00pm – 11:00pm..... \$100 per hour, or \$650 total

*Please note: Gymnasium is not available prior to 4:00pm during the school term*

Saturday – Sunday (one court only).....8:00am – 4:00pm ..... \$30 per hour, or \$225 total

4:00pm – 11:00pm..... \$40 per hour, or \$260 total

8:00am – 11:00pm (all day) ..... \$350 (hourly rate not available)

Saturday – Sunday (both courts) .....8:00am – 4:00pm ..... \$40 per hour, or \$300 total

4:00pm – 11:00pm..... \$50 per hour, or \$325 total

8:00am – 11:00pm (all day) ..... \$500 (hourly rate not available)

*Please note: Saturday – Sunday rates apply during school holidays*

### Optional extras:

Dining Room (room C11) ..... \$80

Ticket Booth..... \$50

Booking Deposit/Bond ..... \$400

Cleaning fee .....\$40 per hour

1. Hire of Hired Area

- a. Lowanna College grants the Hirer a right to use the Hired Area, subject to the terms and conditions of this Agreement.
- b. The parties agree that:
  - i. this Agreement does not confer a right of exclusive occupation of the Hired Area to the Hirer; and
  - ii. Lowanna College may, at any time, exercise rights on behalf of the Minister as owner of the Hired Area including the right to use, possess and enjoy the whole or any part of the Hired Area (provided that such rights will not prevent the Hirer's right to use the Hired Area under this Agreement).

2. Use of Hired Area

The Hirer:

- a. may only use the Hired Area on the date and time listed in Item 8
- b. must not use or allow the Hired Area to be used for any purpose other than the Permitted Use;
- c. acknowledges that no promise, representation, warranty or undertaking has been given by or on behalf of Lowanna College regarding the suitability of the Hired Area for the conduct of the Permitted Use otherwise than as expressly contained in this Agreement, or for any other use; and
- d. must provide Lowanna College with any information reasonably requested by Lowanna College relating to this Agreement, including but not limited to the use of the Hired Area by the Hirer.

3. Hire Fee

The Hirer must pay the Hire Fee to Lowanna College within 14 days of receipt of Lowanna College's invoice.

4. Security Deposit (Deposit is not Applicable to Government Schools)

- a. To secure the performance of the Hirer under this Agreement the Hirer must pay the Security Deposit to Lowanna College on or before the Commencement Date.
- b. If the Hirer breaches any of the Hirer's obligations under this Agreement and Lowanna College incurs any Losses (or acquires any other entitlement to payment from the Hirer), Lowanna College may, if the default remains unremedied 10 Business Days after Default Notice has been given to the Hirer, draw on the Security Deposit without further Notice to the Hirer to make good such Loss.
- c. If Lowanna College draws on the Security Deposit, the Hirer must replace the amount drawn down within 10 Business Days to maintain the Security Deposit.
- d. Subject to any right Lowanna College has to draw on the Security Deposit, Lowanna College must return the Security Deposit to the Hirer when each of the following have been satisfied:
  - i. 60 days have elapsed since the expiry or termination of this Agreement;
  - ii. the Hirer has vacated the Hired Area in accordance with this Agreement, including satisfying all of its reinstatement obligations; and
  - iii. the Hirer has no outstanding obligations under this Agreement or subsisting breach of this Agreement or any actual or potential liability for any breach or non-performance of any of the Hirer's obligations under this Agreement.

5. Cancellation or Postponement by Hirer

If, for any reason, the Hirer is unable to use the Hired Area on any date or time of use specified in then the Hirer must immediately notify Lowanna College in writing. The Hire Fee will remain payable unless:

- a. the Hirer gives Lowanna College at least 1-2 days prior notice to the relevant date or time of use under
- b. the Hired Area is re-hired for that same period.

6. Cancellation or Postponement by Lowanna College
  - a. If, for any reason, Lowanna College is unable to provide the Hired Area to the Hirer at the date and/or time of use specified then Lowanna College will give the Hirer Notice of:
    - i. postponement, whereby Lowanna College and the Hirer will act reasonably to seek to postpone the use of the Hired Area to a mutually agreed alternate time and/or date
  - b. Other than the refund of Hire Fee (if any) payable under clause Error! Reference source not found. or 6(a)(i), the Hirer will not be entitled to any other payment and/or compensation for Lowanna College's cancellation or postponement under this clause
7. Termination by Lowanna College
  - a. Lowanna College may terminate this Agreement at any time without cause and without needing to provide reasons by giving the Hirer reasonable written notice.
  - b. If the Agreement is terminated pursuant to clause 7(a), Lowanna College will pay the Hirer the unavoidable and substantiated costs incurred by the Hirer as a direct result of the termination, excluding any loss of profit, and Lowanna College has no other liability to the Hirer in relation to that termination.
  - c. When Lowanna College issues a notice under clause 17(a)(i), the Supplier will immediately comply with any directions given in the notice and do all that is possible to mitigate its losses arising from the termination of this Agreement.
8. Hirer's Obligations

The Hirer must:

- a. at its own cost in all respects observe and comply with all Laws that apply to this Agreement and all directions, notices and Requirements of any Government Agency relating to its use and occupation of the Hired Area;
- b. keep available for inspection by Lowanna College upon request, all licences, permits and registrations required for the carrying on of any activity by the Hirer in or upon the Hired Area;
- c. not install any fixtures or fittings;
- d. not use the Hired Area for any illegal purpose;
- e. ensure the Hired Area is kept secure, clean and free from debris, rubbish and the courts are swept after use;
- f. not do anything in or near the Hired Area or the Land which is noxious, offensive or a nuisance and not cause any injury or nuisance to neighbours or other occupiers of, or surrounding, the Hired Area;
- g. not keep or use chemicals, inflammable liquids, acids or other hazardous things on the Hired Area except for the Permitted Use, or create fire hazards;
- h. not overload the floor of the Hired Area;
- i. comply with all Department, School and Lowanna College policies and/or guidelines which deal with safety or health of persons on the Hired Area or otherwise under its control;
- j. not erect, display, affix or exhibit on or at the Hired Area any signs except for signs that comply with all Laws and then only after obtaining Lowanna College's written approval and all necessary planning and building permits from the relevant Government Agency;
- k. observe fire precautions;
- l. at all times exercise due care, skill and judgement and act with the utmost good faith; and
- m. ensure that all external doors and windows are secured and locked and all lights extinguished daily at the end of its use of the Hired Area.
- n. Smoking is not permitted in or on Government buildings or grounds and within 5 metres of the perimeter

- o. Under no circumstances can liquor be brought to, or consumed on College premises.
- p. If catering is required or you wish to undertake your own catering, please contact the College to discuss available options.

9. Repairs and Damage to the Hired Area

- a. The Hirer must keep the Hired Area clean and in the same condition as at the Commencement Date and properly repaired and maintained.
  - i. Leave the stage, Auditorium seating and foyer area, dining room, dressing room and back stage corridors clear and tidy ready for the resumption of normal school classes.
  - ii. Auditorium: All rubbish is to be removed from the area and placed in bins situated in the backstage area. The hirer will remove all props and scenery unless prior approval from the College has been given.
  - iii. Gymnasium: A 'V Sweeper' is supplied for specific use of hirer, which is located in the Fire Hose Cupboard. The hirer shall sweep the area used and leave dirt on the wooden floor in the corner closest to the entrance (by the double doors). for cleaning up any rubbish left after use; this can be placed in the corner closest to the double door. The hirer is also responsible for cleaning up any rubbish left after use; this can be placed in the corner closest to the double door
- b. If the Hired Area is damaged, the Hirer must promptly repair such damage to the extent that it is caused or contributed to by the Hirer.
- c. If the Hirer fails to properly repair any damage it is responsible for in accordance with clause 9(a) and 9(b) within a reasonable time then Lowanna College may do so and the Hirer must immediately reimburse Lowanna College the cost of such repairs.

10. Representatives

- a. Lowanna College and the Hirer each appoint the person listed as such as their respective representative (Representatives) who will be responsible for communications under this Agreement.
- b. Either party may replace its representative by giving Notice to the other party.
- c. The Hirer must comply with any instruction or direction given by Lowanna College's representative.

11. Insurance, Release and Indemnity

- a. Insurance
  - i. The Hirer must obtain and maintain the insurances set out during the Agreement.
  - ii. The Hirer must not do or permit anything to be done which may invalidate any insurance, make any insurance void or voidable or increase the rate of premium of any insurance of Lowanna College or any other person.
  - iii. Within 10 Business Days of the Commencement Date, and immediately upon request by Lowanna College from time to time, the Hirer must provide Lowanna College with evidence of the currency of any insurance the Hirer is required to maintain under this Agreement.
  - iv. Clauses 11(a)(i), 11(a)(ii), 11(b) and 11(c) do not apply if the Hirer is insured by VMIA or is a municipal council within the meaning of the Local Government Act 1989 (Vic) and is insured by Liability Mutual Insurance.

b. Release

The Hirer will occupy, use and keep the Hired Area at the risk of the Hirer and releases, to the fullest extent permitted by Law, Lowanna College and its Associates from all claims and demands of any kind for or resulting from any accident, damage, Loss or injury occurring in or on the Hired Area, except to the extent that any accident, damage, injury or Loss is caused by the negligent or unlawful act omission or default of Lowanna College.

c. Indemnity



Subject to clause 11(c)(iii), the Hirer at all times indemnifies and will continue to indemnify, hold harmless and defend the Department, Lowanna College and their respective Associates (in this clause, each an Indemnified Party) against any Losses which any Indemnified Party suffers or incurs as a result of any demand, suit, action, claim or proceeding against an Indemnified Party where the Losses arise as a direct or indirect result of any of the following:

- i. personal injury, including sickness and death;
  - ii. property damage;
  - iii. a breach of an obligation of confidence or privacy, whether under this Agreement or otherwise;
  - iv. fraudulent acts or omissions of the Hirer or its Associates;
  - v. any wilful misconduct or unlawful act or omission by the Hirer or its Associates; or
  - vi. any third party claim arising out of a breach of this Agreement by the Hirer or its Associates (including breach of warranty) or any negligent act or omission of the Hirer or its Associates.
- d. To the extent that the indemnity in this clause refers to persons other than Lowanna College, Lowanna College holds this clause on trust for those other persons.
- e. The Hirer will not be liable under the indemnity in clause 11(c)(i) to the extent that the Loss results from:
- i. any fraudulent, negligent or deliberate act or omission of an Indemnified Party;
  - ii. any breach of this Agreement by an Indemnified Party; or
  - iii. the condition of the Hired Area or the Land before the Commencement Date.

## 12. Default and Termination

### a. Insolvency Event

Lowanna College may immediately terminate this Licence by Notice to the Licensee if the Licensee suffers an Insolvency Event.

### b. Default

If:

- i. the Hirer has failed to pay the Hire Fee on the due date set out in clause 3; or
- ii. the Hirer fails to perform or observe its obligations (whether express or implied) under this Agreement;  
or  
then, without limiting any other right of Lowanna College, Lowanna College may, by Notice in writing to the Hirer:
- iii. remedy the breach or default at the cost of the Hirer; and/or
- iv. terminate this Agreement,

and Lowanna College's exercise of any right under this clause 12 is without prejudice to any other right, remedy or liability which it has or may have for any other non-payment or non-performance by the Hirer under this Agreement.

## 13. Consequences of expiry or termination of Agreement

- a. At the expiration or the earlier termination of this Agreement, the Hirer must remove all its property from the Hired Area and ensure that the Hired Area is in a condition consistent with the requirements in this Agreement.
- b. The expiry or termination of this Agreement does not affect:
  - i. Lowanna College's rights in relation to a breach of this Agreement by the Hirer before the expiry or termination; and/or
  - ii. the Hirer's obligation to make a payment under this Agreement for periods before the expiry or termination.

#### 14. Notices

A Notice must be in writing, signed by or on behalf of the party giving it and delivered to the Representative of the other party set out in Item 10.

#### 15. Negation of Warranties

- a. The Hirer acknowledges that it has entered into this Agreement solely on the basis of the terms and conditions in this Agreement and that no warranties, representations or promises have been made by Lowanna College or its agents.
- b. Without limiting clause 15(a) the Hirer acknowledges that:
  - i. no warranties have been given by Lowanna College that the Hired Area is suitable for the Permitted Use; and
  - ii. subject to the terms and conditions of this Agreement, the Hirer must do all things necessary to enable the Hired Area to be used for the Permitted Use.

#### 16. GST

##### a. Definitions

Terms used in this clause have the same meanings given to them in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

##### b. Consideration is inclusive of GST

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under or in accordance with this Agreement are inclusive of GST. If GST is imposed on any supply made under or in accordance with this Agreement which is not expressed to be inclusive of GST, the recipient of the taxable supply must pay to the party making the taxable supply an amount equal to the GST payable on or for the taxable supply. Subject to the recipient first receiving a valid tax invoice, payment of the GST amount will be made at the same time the consideration for the taxable supply is to be paid or provided in accordance with this Agreement.

##### c. Reimbursement

If this Agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (Reimbursable Expense) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party will be the amount of the Reimbursable Expense net of input tax credits (if any) to which the other party is entitled in respect of the Reimbursable Expense plus any GST payable by the other party.

##### d. Other taxes

Subject to the other provisions of this Agreement, the Hire Fee includes all taxes (other than GST), duties (including stamp duty), charges, fees and other imposts of whatever kind (including any fine or penalty imposed in connection with them) that may be levied, assessed, charged or collected in connection with this Agreement, to the extent applicable.

#### 17. General

##### a. Amendment

This Agreement may only be varied or replaced by agreement in writing.

##### b. Severability

Any provision of this Agreement which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and, if that is not possible, the provision will, to the extent that it is capable, be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions.

##### c. Set off

Lowanna College may set off against any sum owing to the Hirer under this Agreement any amount then owing by the Hirer to Lowanna College.

d. Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

e. Assignment of rights

The Hirer must not assign any right under this Agreement without the prior written consent of Lowanna College.

f. Publicity

The Hirer must not make any public announcement or media release in respect of any aspect of this Agreement without the prior written approval by Lowanna College. Without limitation, if permission to publish is granted pursuant this clause 17(f) the Hirer must, in all publications, promotional and advertising materials and public announcements, acknowledge the contribution of Lowanna College.

g. Entire understanding

This Agreement is comprised of the following documents:

- i. the Special Conditions;
- ii. clause 1 Hire of Hired Area (inclusive);
- iii. Schedule 1 to this Licence (other than the Special Conditions); and
- iv. any other documents or representations referred to in this Licence or incorporated by reference.

h. In the event and to the extent of any inconsistency between the documents listed in clause 17(g) (i), the provisions of the earlier mentioned document will prevail to the extent of the inconsistency. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the document lower in the order of precedence without otherwise diminishing the enforceability of the remaining provisions of that document.

18. This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.