



LOYOLA COLLEGE COMPANIONS HALL CONDITIONS OF HIRE AGREEMENT

1. All groups and individuals requesting the use of the Loyola College Companions Hall must sign this agreement to abide by the conditions listed below.

2. Applications:

Applications should be made in writing and will be managed by the College Community Liaison Officer on behalf of the Principal (as Executive Officer of the College Board).

The College (through the Principal) reserves the right to refuse the hire of the facilities to any party without stating reasons for doing so.

The College (through the Principal) reserves the right to vary bookings to cater for school needs with at least two week's notice given regarding such variations.

3. Facilities available for Hire:

- Main hall, foyer and toilets, with addition of any or all of the following:
 - Stage
 - Kitchen
 - Change rooms
 - Theatrette (upstairs).

During school time, the facilities are available exclusively for school purposes (until approx. 5.00pm).

Whilst the College may vary the days/hours depending on its school needs, the facilities are generally available:

- Monday to Friday 5.00pm to 12 midnight
- Saturday and Sunday 8.00am to 12 midnight

Note: Amplified music/noise may only be operated as follows:

- Monday to Thursday until 10.00pm
- Friday & Saturday until midnight
- Sunday until 10.00pm.

The Companions Hall is not normally available during school holiday periods but can be made available by advance negotiation. The hirer will need to apply in writing for any variation to the normal agreed hiring days/times. Due to Permit restraints no variation can be made to finish times or amplified music restrictions times.

4. All charges (as determined by the Principal) in connection with the use of the property, furniture or equipment, must be paid in full to the Community Liaison Officer. Casual hirers must pay for their booking prior to the use of the facility. Hirers using the facility on an ongoing regular basis must pay a full school term in advance. An invoice will be issued and payment (in full) is required at least 14 days prior to the commencement of hiring.

5. Current charges are:

- Companions Hall (incl. foyer & toilets) \$550 per day/night (plus GST)
- Use of Hall Sound, Screen and/or Lighting \$150 per day/night (plus GST)
- Stage \$50 per day/night (plus GST)
- Kitchen \$50 per day/night (plus GST)
- Theatrette and change rooms By negotiation

Extra charges will apply for provision and set up of furniture and/or audio visual equipment.

A non-refundable deposit of \$200 is required once the Hiring Application is approved. Balance of payment is due two weeks prior to the hiring date. A bond of \$1,000 is required two weeks prior to the hiring date, and is refunded after hiring (on the provision that all conditions of the hiring agreement have been met).

6. All cancellations or variations of the date and time must be made in writing with the Community Liaison Officer (Mrs Dianna Alonso) not less than two weeks before the date of hire. Mrs Alonso can be contacted on 9433 0228 or via email on alonsod@loyola.vic.edu.au.

Cancellation before two weeks prior to commencement of hire will result in a loss of deposit. Cancellation within the two weeks prior to commencement of hire will incur a 50% charge of the total hire cost. No credit or refund will be given for any cancellations and/or variation of the date/time during the hiring period.

7. All hirers must demonstrate to the Business Manager prior to hiring that they carry adequate Public Liability Insurance Policy.

8. All legal requirements for the conduct of activity will be complied with.

9. Liability:

Neither the Loyola College Board nor its nominated representatives, its officer, nor any other person acting on behalf of the College shall be liable for any loss or damage or legal liability incurred by the hirer. The Hirer must produce a copy of the Public Liability Insurance Policy at the time of application for hire. No responsibility will be taken by the College for equipment belonging to the hirer, which is stored in College buildings and/or on College grounds, at any time.

10. Refusal to Hire:

The Principal, (acting on behalf of the Board), reserves the right to refuse any application for the hire, and with reasonable notice and in exceptional circumstances, revoke approval to hire.

11. Sub-Hiring:

The hirer who makes an application for use of the Companions Hall shall not 'sub-hire' the facilities to any other person or organisation. This includes the facility being hired and external areas.

12. Copyright:

Responsibility for infringement of copyrights or performing rights will rest solely with the hirer.

13. It shall be at the discretion of the College (via the Principal) to require the Hirer of the Companions Hall to supply a full detailed written description of the intended use of hire.

14. No unauthorised activity without the appropriate permit (from Loyola and/or licensing authorities) shall take place in any part of the building or school grounds.

15. Footwear:

The Hirer is responsible for ensuring only approved white soled and non-scuff shoes are permitted for activities conducted in the Companions Hall. Any breaches may lead to substantial costs being determined against the Hirer under Clause 17 of this Agreement.

16. All floor surfaces must be left as they were at the beginning of the hire and in a fit state of cleanliness and tidiness for the next user, as must any school property, furniture or

equipment. All rubbish, refuse and waste matter must be disposed immediately in the bins provided. If extra bins are required there will be an extra charge deducted from the bond.

17. Damage occurring to any of the school property (including grounds, buildings, fixtures, fittings, furniture, equipment, walls, floors) whilst being used by the hirer, shall be paid for by the hirer at such costs as determined by the Principal in consultation with the College Business Manager. Any damages affecting security or other security breaches, must be reported to the staff members (as noted in Clause 33) prior to leaving the premises, or the hirer will be subject to charges for any damage/loss not otherwise recovered. Contact telephone numbers and other relevant matters for this purpose are contained in Clause 33.
18. The floors, walls or any other parts of the building must not be pierced or broken by nails, screws, or any other means.
19. No furniture and/or equipment is to be dragged/pushed along the floor.
20. There is to be no activity (eg tap dancing, ball related sports) that may cause damage to any part of the building, fixtures, fittings, furniture, equipment, walls and floors. All activities being conducted must be disclosed on the application form.
21. No fittings (including lights), decorations, posters, advertisements, flags, shields or emblems shall be erected, fixed, hung, or displayed in the building without the consent of the Business Manager.
22. No alcoholic or intoxicating liquor or beverage shall be brought into or consumed on the College campus unless the Principal approves. If alcohol is directly or indirectly (via ticket sales) sold, a temporary liquor license/permit is required. A copy of the permit must be provided to the Business Manager prior to the function.
23. No fires are permitted to be lit (internally or externally). Additionally, no barbeques, spits or similar equipment are permitted to be used.
24. Equipment Use:
 - a) Hirer's equipment use is by negotiation with the Principal and/or Business Manager unless otherwise covered by Application to Hire.
 - b) Hirer's equipment, properties and accessories pertaining to any bookings will not be permitted on the premises earlier than the day of hiring.
 - c) The hirer shall leave all College equipment and fixtures in good order and condition.
 - d) When a hiring concludes, arrangement shall be made for the immediate removal of all hirer's equipment.
 - e) No appliances and/or equipment (eg radiators, sound and lighting equipment) shall be brought on to the campus without the approval of the Business Manager.
25. When hiring certain areas of the Companions Hall (such as main hall, foyer and stage) access is not permitted into the other areas.
26. There is to be no sitting or standing on the stage if this area is not being hired.
27. Smoking shall not be permitted anywhere on the College campus at anytime.
28. No obscene or insulting language or disorderly behavior shall be permitted anywhere on the College campus.

29. No animals shall be allowed in buildings or on College grounds.
30. The hirer shall be responsible for the parking of vehicles in the school grounds. Vehicles must be parked in the designated carparks. Loyola will not be responsible for any damage to vehicles parked in the College grounds.
31. Keys:
Should the hirer be issued with keys they will be given on the strict understanding that they will be taken care of in a responsible manner by the person signing the Hire Agreement. Loss of keys will mean replacement locks and keys at the expense of the Hirer. Such keys issued shall be returned by or on behalf of the person who had signed the Hire Agreement.
32. On exit, the hirer is responsible for turning off all equipment, cooling system, lights, as well as closing/locking all doors and external gates. Failure to do so may result in the withholding of the bond or part thereof.
33. Call-Outs:
In the event of a need for emergency contact, the hirer is responsible for advising a Loyola College staff member. The staff that can be contacted are as follows:
 - Dianna Alonso (Community Liaison): 0409 941 779
 - Wayne Hall (Facilities Manager): 0400 557 909
 - Mark Arnavas (Business Manager): 0402 410 518
 If unable to contact Loyola staff in the event of an emergency (eg intruders, disturbances, fire) please call the emergency line '000'.
34. Authorised College staff shall be entitled to free access to all parts of the Companions Hall during the hiring (should the need arise).
35. The College reserves the right to check CCTV's (camera footage) in order to monitor and check conditions of hire.
36. In the event of any dispute or difference arising as to the interpretation of these conditions, or any matter contained herein, the decision of Loyola College (through the Principal therein) shall be final and conclusive

I have read, understood and agree with all the terms and conditions (1-36) of this Conditions of Hire Agreement for the Companions Hall.

SIGNATURE

DATE

NAME OF PERSON RESPONSIBLE: _____

HIRER (ORGANISATION) _____

ADDRESS OF HIRER (ORGANISATION) _____

PHONE NUMBER OF REPRESENTATIVE: (H) _____

(W) _____ **(MOBILE)** _____