

ST COLUMBAN'S COLLEGE VENUE HIRE - GENERAL CONDITIONS

1. FEES

- 1.1 All bookings will be invoiced in advance and payment is required at least 7 days prior to booking date
- 1.2 All bookings require a certificate of currency for public liability insurance (minimum \$10 million cover) to be provided at the time of booking confirmation

2. CANCELLATION AND REFUNDS

- 2.1 The College may cancel the booking and end this agreement
 - a. If the Hirer does not pay the fee on time; or
 - b. If at anytime:
 - i. In our opinion the venue has become unfit or unsafe for use in the nominated activity
 - ii. The Hirer does not keep to the conditions of the Venue Hire Agreement
 - iii. A person who the College has directed to leave the premises fails to do so
- 2.2 The College is not liable for any loss or damage because of any cancellation by us and the Hirer agrees, under the Venue Hire General Conditions, to accept cancellations as above and waive the right to make any claim by law or in equity, for loss or damage in consequence thereof
- 2.3 All bookings will be charged, whether venue is used or not, unless notice of cancellation has been received at least 7 days prior to the event
- 2.4 In the event of cancellation less than 7 days prior to the booking an administrative fee of 25% of the total hire charge will apply

3. CONDITIONS OF USE

USE

- 3.1 The Hirer and the Hirer's employees, agents, visitors, and invitees, must:
 - a. Use the venue and the equipment on the date and between the times specified in the Venue Hire Agreement
 - b. Not use the premises for any illegal purposes or in our opinion, objectionable purposes
 - c. Not cause a nuisance, or interfere with the reasonable peace, comfort or privacy of other users of the premises or neighbours of the premises
 - d. Not use **any** premises other than the **agreed** venue and any **nominated** routes of access to and from the venue
 - e. Enter and exit the venue through the openings or gates and on the paths as indicated on site map
 - f. Not smoke on the College premises
 - g. Not alter or make improvements to the premises
 - h. Not move or remove any fixture or fitting of the venue
 - i. Not bring animals on the premises with the exception of guide dogs under the control of visually impaired persons
 - j. Keep to any other conditions of use signed on the premises
 - k. No objects ie. stakes etc are to be driven into the turf area unless prior permission has been granted (site map maybe required)
 - l. Line marking of any oval is not permitted
 - m. Erecting of marquees, shade structures, stages must be approved by the College

ADVERTISING

- 3.2 No advertisement material is to be erected or displayed on or within the venue and surrounds without the prior written consent of the College
- 3.3 Such consent will not be unreasonably withheld and maybe granted subject to conditions

ACCESS

- 3.4 The College will supply a key and alarm code to gain access to the venue and the Hirer must return the key at the end of the booking
- 3.5 The Hirer must at the end of the booking:
 - a. Close and lock the venue gates, windows and doors unless otherwise agreed at the time of the booking
 - b. Switch off the venues lights, fans, air conditioners and other electrical equipment
 - c. Arm the security system
- 3.6 The Hirer does not have exclusive use of the venue and employees or agents of the College may access the venue at any time when in use by the Hirer

ENTRY AND REMOVAL OF PERSONS

- 3.7 The College may at any time:
 - a. Refuse entry of the Hirer, or the Hirer's employees, agents, visitors and/or invitees to the premises
 - b. Direct the Hirer, or the Hirer's employees, agents, visitors and/or invitees to leave the premises

SUPERVISION

- 3.8 The Hirer must supervise and control employees, agents, visitors and invitees on the premises

LIQUOR

- 3.9 The Hirer must apply for an appropriate liquor permit under the Liquor Act 1992, if liquor will be supplied or sold at the venue
- 3.10 No liquor is to be consumed, supplied or sold at the venue unless:
 - a. The College has approved in writing that liquor maybe consumed, supplied, or sold at the venue
 - b. You have provided the College with a copy of the permit referred to in clause 3.9 before the booking starts
- 3.11 Alcohol must be served by an RSA qualified person
- 3.12 The Hirer must provide Security Personnel to manage the function and surrounding area for the hire period if alcohol is to be served
- 3.13 The Hirer must adhere to the conditions of the permit referred to in clause 3.9

THINGS TO BE LEFT CLEAN AND TIDY

- 3.14 The Hirer must leave the premises and the equipment in a clean and tidy condition. The College may arrange for the cleaning of the premises and/or equipment at the Hirer's cost if the Hirer does not leave the premises or equipment in the same condition they were in at the start time of the booking
- 3.15 Furniture and equipment on and in the venue must not be moved unless, the Hirer has received the College's written approval to do so before the booking. If the College gives approval, the Hirer must put the furniture and equipment back to its original position at the end of the booking.
- 3.16 The Hirer must remove from the premises all items and equipment brought on to the premises by the Hirer, at the end of the booking. The College may arrange for any such items to be removed at the Hirer's cost if any items or equipment are left at the venue at the end of the booking
- 3.17 The Hirer is responsible for the removal of all rubbish from the premises at the end of the hire period. The college may arrange at the Hirer's cost for removal of any rubbish left on the premises after the hire period

RESPONSIBILITY FOR DAMAGE

- 3.18 The Hirer is responsible for:
 - a. Damage, loss, or injury to any person or property
 - b. The cost of any security or emergency call-out to the premises arising from the activity and use of the venue and/or equipment
- 3.19 The College is not responsible for any event or related cost mentioned in clause 3.18
- 3.20 The Hirer will indemnify the College, our employees, and agents against all claims for damages, loss, costs or injury arising from the activity and the use of the venue and/or equipment
- 3.21 The Hirer must pay, within 7 days of invoice:
 - a. For any damage to or loss to the College's property arising from the activity and use of the venue or equipment
 - b. The charges that the College decides if:
 - i. The Hirer or the Hirer's employees, agents, visitors, or invitees use any part of the premises other than the venue
 - ii. The Hirer or the Hirer's employees, agents, visitors, or invitees use the premises outside the booking

CONTENTS INSURANCE

- 3.22 The Hirer must maintain contents insurance for the period of hire for all of the Hirer's equipment, goods, appurtenances and other items in the venue against such risks as loss or damage to by theft, fire, wind, storm, flood, impact, tempest, fusion, malicious acts, explosion and earthquake for their full replacement value
- 3.23 The Hirer shall be liable for and will indemnify the College for any claim, loss, damage or injury to equipment or property arising from the use of the venue.

NO REHIRE

- 3.24 The Hirer must not rehire the venue or give the benefit of this agreement to any third party

4. AGREEMENT

- 4.1 This agreement only comes into effect if the College approves your application in writing including any special conditions (if applicable)
- 4.2 The College will advise you in writing within 14 days whether the College has approved your application