



**SOMERVILLE HOUSE**  
· VENUE HIRE ·

## VENUE HIRE AGREEMENT POLICY

### Terms and Conditions

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#### Venue Hire Booking, Access and Cancellation

1. This Agreement incorporates the terms and conditions and the Venue Hire Application.
2. No venue hire booking will be confirmed until:
  - a) This Agreement has been completed and signed by both the Hirer and the School Principal
  - b) The applicable 50% venue hire deposit is received 14 days after the completion of the hire agreement
  - c) The remaining charges are received 14 days prior to the "venue hire date"; unless otherwise agreed in writing with the School
3. The School will provide the Hirer reasonable access to use the venue during the "venue hire date". The Hirer and/or their invitees or guests are restricted to the venue being hired and to a pathway that gives reasonable and direct passage from the venue to the boundary exit.
4. Any security card/key provided by the School is the responsibility of the Hirer specified in this Agreement, who must take appropriate precaution and safeguard the security card/key at all times. The Hirer must not provide the security card/key to any other person. Additional security cards/keys may be requested by the Hirer, in writing, and if approved, nominated people must sign for the security card/key. The Hirer accepts full responsibility for the actions, negligence and/or loss that may be caused by nominated security card/key holders.
5. Any security cards, keys must be returned within 24 hours following the conclusion of the called "venue hire date", and if a weekend, by 10:00am on Monday. The Hirer agrees to pay the School \$50 for each security card, key that is not returned.
6. The School reserves the right to access the venue being hired without notice and at any time, and the Hirer agrees to comply with all reasonable directions given by the School or its representatives.
7. The School reserves the right to cancel a venue hire booking at any time, if it is determined that the booking is not in the best interest of the School and/or general public.
8. In the circumstance of a booking being cancelled by the School, without any fault of the Hirer, the School will provide as much notice as possible and refund all monies paid by the Hirer.
9. In such a case as specified in Clause 8, the Hirer may:
  - a) accept an alternative "venue hire date" and/or venue suggested by the School
  - b) elect to apply the venue hire fees paid to a future booking for the same venue, which must be used within a 12-month period from the original called "venue hire date".
10. The School will not refund monies paid by the Hirer, in the circumstance of the booking being cancelled by the School, either prior to the event commencing or during the event, where the Hirer is in breach of the terms and conditions of the Venue Hire Agreement. The School is not liable for any loss sustained by the Hirer.
11. Where the Hirer cancels a confirmed booking, the Hirer will be entitled to a refund as follows:
  - a) 75% of the venue hire deposit will be refunded if the notice by the Hirer is greater than one (1) month from the commencement of the called "venue hire date".
  - b) 50% of the venue hire fee will be refunded if the notice by the Hirer is greater than two (2) weeks from the commencement of the called "venue hire date".
  - c) No refund will be provided if the notice by the Hirer is less than one (1) week from the commencement of the called "venue hire date".

#### Indemnity, Insurance Coverage and Damages

12. The Hirer hereby indemnifies, and will keep indemnified, the School, its employees and representatives from and against all liability, claims, demands, actions, suits, damages, costs and expenses whatsoever, including bodily injury and damage to property, for which the School becomes or they become liable directly or indirectly arising out of the use of the School venue, resources and premises by the Hirer.
13. The Hirer must keep current a public liability insurance in the name of the Hirer, insuring the

Hirer for the minimum sum of ten million dollars (\$10,000,000) against all actions, costs, claims, damages, charges and expenses whatsoever arising out of the use of the School venue, resources and premises by the Hirer.

14. A Certificate of Currency in respect to public liability insurance cover must be provided by the Hirer upon signing this Agreement, and if the insurance does not cover the called "venue hire date", a new Certificate of Currency that covers the called "venue hire date" must be provided to the School at least one (1) week prior to the commencement of the "venue hire date".
15. The Hirer agrees to provide a Certificate of Currency in respect to Workers' Compensation, if applicable, in respect to any person(s) who are engaged by the Hirer at the venue.
16. Any damage to the School venue, resources and premises during the period of hire is the responsibility of the Hirer. The Hirer acknowledges that they are liable for any damage to furniture, fittings, buildings or grounds during the period of hire. No person shall alter or remove any equipment, fittings and furniture without written approval of the Principal. The venue, or any part thereof, of any other area of the School must not be written on, decorated, cut, broken, pierced by nails, screws or other contrivances. The Hirer will be responsible for the cost of rectifying any damage caused by them or associated individuals during the hire of School Facilities.
17. The School undertakes no responsibility whatsoever for the property of any Hirer and associated individuals while on the School campus.

## Health and Safety

18. The Hirer acknowledges that responsibility to inspect and ensure that the venue being hired is safe to use for the proposed activity. It is the responsibility of the Hirer to notify the School if there is an identified problem, and not to use the venue if it is considered unsafe. If the Hirer proceeds to use the venue, it will be deemed to be an acknowledgement that the venue is fit and proper for the intended use, and any liability associated with the use of the venue shall rest with the Hirer.

19. By signing this Agreement, the Hirer confirms that they have received, read and understand the School's Emergency Evacuation Policy and Procedures, which outline emergency assembly points and emergency contact information to immediately notify public authorities and School representatives of any incidents arising.
20. The Hirer must provide written notice, within 24 hours upon completion of the hire, details of any accident resulting in bodily injury and/or loss or damage to property occurring on School premises or in any way connected with the venue hire.
21. The Hirer acknowledges liability for any costs associated with Emergency Services callout fees and charges.
22. The Hirer will obtain any licence or permit required from any authority for the proposed use of the venue. A copy of the relevant licence/permit must be submitted to the School within one (1) week prior to the commencement of the called "venue hire date".
23. The provision and consumption of alcohol is prohibited on School premises, unless prior written approval has been granted by the School Principal.
24. The Hirer will be responsible for the security of the venue for the duration of the called "venue hire date", unless otherwise agreed in writing with the School. This includes turning off all internal lighting, securing all doors and windows, and notifying the on-site Security Officer or School contact person prior to departing the School premises.
25. Smoking is not permitted on School premises, and within five (5) metres outside of the School boundary.
26. Animals are not permitted inside the School premises, without the written approval of the School Principal.
27. The Hirer shall ensure that any breakages of glass or otherwise, spillage of food or drink, is cleaned up immediately. At the completion of the hire, tables, chairs and other furniture must be returned to their original position.
28. All areas of the venue must be cleaned to the satisfaction of the School. All waste resulting from the hire must be removed from the venue in compliance with relevant legislation. Unless prior arrangements for cleaning have

been agreed in writing with the School, failure to ensure that all areas are appropriately cleaned may result in and any additional cleaning costs being charged to the Hirer by the School.

29. The Hirer is responsible for maintaining and preserving orderly behaviour within the School venue and premises. The Hirer will provide suitable, qualified staff to supervise activities as deemed appropriate by the School.
30. The Hirer must take all reasonable measures to ensure minimal disturbance to the public.

## Other Terms and Conditions

31. The Hirer must comply with all relevant Local, State and Federal level legislation, and specifically, legislation which makes acts of discrimination, vilification, incitement, offensive conduct, and public disorder unlawful.
32. The Hirer cannot sub-let the whole or any part of the venue approved for hire.
33. The Hirer acknowledges that the School has established preferred supplier arrangements for catering, audio-visual, cleaning and security service, and the Hirer agrees to use these preferred supplier services, as required. The Hirer must not engage or contract another third party to provide resource and support services in School-owned facilities without the prior written consent of the School.
34. Vehicles belonging to the Hirer or its invitees or guests are prohibited from parking in School premises, except where a designated parking area for the venue has been approved, within the Venue Hire Agreement.
35. Any correspondence under this Agreement must be sent to the party at the address specified in this Agreement. Notices may be sent by prepaid post, email or by facsimile and will be deemed to be received by the party to whom the notice is forwarded:
  - a) In the case of prepaid post, two days after being posted
  - b) In the case of email or facsimile, the date and time shown on the email or facsimile transmission confirmation.