



CONDITIONS OF HIRE

1. Grant of Licence

Subject to the terms of the Facility Hire Agreement, the College agrees to grant you a licence to use the Facility on the dates and times set out in the Facility Hire Agreement Form.

Any breach of these conditions may result in a loss of Bond and/or additional costs may be levied against you.

2. Application

- a. You must complete, sign and submit to the College the Facility Hire Agreement Form for the use of the Facility, for the College's approval.
- b. By completing, signing and submitting the Facility Hire Agreement Form, you accept these Conditions of Hire. The Facility Hire Agreement Form and these Conditions of Hire together form the Facility Hire Agreement.
- c. The College has the right to accept or reject the Facility Hire Agreement Form, for any reason, at its sole discretion.
- d. In the event that your Facility Hire Agreement Form is rejected, all monies paid by you to the College will be refunded as soon as practicable.
- e. You agree that the Facility will at all times remain the College's property and under its control.

3. Fees and Bond

- a. All prices publicly listed are subject to variation and the Fees will be those current at the time of the signing of this Facility Hire Agreement.
- b. The Fees and/or the Bond must be paid at the time of submitting the Facility Hire Agreement Form, in accordance with the payment methods advised by the College, unless otherwise agreed between the parties.
- c. Full payment must be received at least four (4) weeks in advance of the Start Date. If the Facility Hire Agreement Form is submitted within four (4) weeks of the Start Date, full payment of the Fees and Bond is required at the time of submission.
- d. You may not be entitled to access the Facility until the Fees and the Bond have been paid in full.
- e. The Bond is provided by you as security for the performance of your obligations under this Facility Hire Agreement and your use of the Facility.

4. Cancellation

- a. You may cancel or reschedule your booking by giving written notice not less than four (4) weeks from the Start Date.
- b. If you give the College notice that you wish to reschedule your booking, the College cannot guarantee that your preferred rescheduled time will be available.
- c. Any Fees and/or Bond paid will be refunded to you upon the College receiving written notice of the cancellation in accordance with this clause.



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- d. The College may cancel the booking by giving written notice to you at any time before the Start Date if:
- The College becomes aware that any event proposed to be held by you at the Facility is objectionable, dangerous, is prohibited by law, or would be otherwise detrimental to the College and its reputation, including but not limited to the following activities:
 - Political Party rallies
 - Activities likely to cause damage to the premises
 - Activities likely to cause nuisance to neighbouring residents or commercial properties
 - Activities not in line with the College's image and identity
 - The Facility becomes unavailable for any reason.

5. Condition of the Facility

- The College makes no warranty or representation to you about the condition of the Facility or its suitability for any use or purpose.
- You acknowledge that you have inspected the Facility and you have not relied upon any warranty, representation, statement or documentation made or provided by the College (including in relation to the fitness for any use or purpose of the Facility).

6. Use of the Facility – General

- You agree to comply with the College's reasonable instructions and directions when using the Facility.
- Your use of the Facility is at your own risk at all times.
- The College will not be responsible for the acts or omissions of any of your personnel, contractors or invitees. It is recommended that you ensure that all contractors have public liability insurance.
- You must not make any changes or alterations to the Facility without the College's prior written consent. Nothing (including any advertising) is to be affixed to the walls, floors, curtains or any part of the building, or signs, scenery etc be erected without the written consent of the College, with the exception of the affixing of decorations to the walls at the places provided by the College (adhesive tape must not be used).
- You must not do or allow to be done on or in relation to the Facility anything which may, or does cause damage or loss.
- No sales of any kind are permitted without the College's prior written consent.
- Sub-letting of the Facility is not permitted.
- Only those persons permitted by the College will be entitled to free access to all parts of the building in which the Facility is situated.
- You acknowledge that the Facility is in a residential area and that all persons attending the Facility must refrain from any behaviour which could reasonably be construed as disturbing the neighbours or infringing on a person's property and/or rights.



- j. The volume of music must be controlled in the interests of the nearby residents and must cease no later than 11.30pm in the case of an evening booking. The volume of music played shall be no greater than that which would conform to the provisions of the *Environment Protection (Noise) Policy 2007*. Excessive noise will result in the loss of the Bond.
- k. Smoking is not permitted in the Facility or on any part of the College grounds. Smoke machines are not permitted.
- l. Children are to be supervised at all times.
- m. The Facility is not to be used for any immoral purpose.
- n. You agree to immediately notify the College of any injury at, or damage to, the Facility arising out of your use of the Facility.

7. Activities Permitted

- Family or Private functions (no 18th or 21st birthdays, Bucks' or Hens' nights)
- Social, Recreation and Service Club meetings
- Non-profit service organisation meetings
- Art Cultural and craft displays and events
- Community group meetings

8. Use of the Facility – Security

- a. It may be a requirement for a Security Officer to be present for the duration of your event. This will incur an additional fee, payable by you.
- b. Additional fees will be charged if the building is left unsecured and/or if a security call-out is registered.

9. Accessing Premises

- a. You are only permitted to access the Facility and its accompanying amenities; this access does not extend to other property owned by the College.
- b. You must ensure all cars are parked in the designated car park or on the surrounding streets. Parking outside of designated car parks is not permitted.
- c. You cannot access the Facility earlier than 10.00am on the Start Date.

10. Keys

- a. The College may provide you with entry swipe cards, codes or keys to the Facility and you agree to keep these confidential, safe and secure. You will be liable for any lost keys, cards and changed locks.
- b. Keys may be collected on the last business day prior to the Start Date. It is your responsibility to ensure any keys are collected during office hours from the College (8.15am – 4.30pm Monday – Friday). A fee will apply if the premises are required to be opened outside the College's normal opening hours. Keys must be returned the first working day after the function, during normal office hours or alternatively placed in the designated out of hours slot at the front of Rostrevor House.



11. What You Need to Provide

- a. It is your responsibility to arrange for the supply of crockery, cutlery, glasses, tea towels, napery/linen and all consumable materials including dish detergent. Hirers must also provide their own cleaning materials and equipment.
- b. It is your responsibility to arrange for the supply of power boards and extension cords, should these be required. It is a requirement that any such equipment be appropriately tested and tagged as safe to use.
- c. The hire fee does not include the set up or pack down of seating, tables, or equipment. Such work is your responsibility.
- d. You shall be entitled to use only that equipment and parts of the property for which application was made and approval granted.

12. Use of the Facility – Cleaning

- a. Prior to vacating the Facility, it is your responsibility to ensure:
 - Rubbish is placed in internal bins or emptied into external wheelie bins. External wheelie bins are not to be left inside the facility.
 - All tables, chairs, kitchen, bench and bar areas to be left clean.
 - All tables and chairs to be stacked neatly and against the wall.
- b. Extra Cleaning fees will apply if additional cleaning, as determined by the College, is required due to leftover rubbish or mess, stained carpets, broken glass/dangerous goods, stove/oven/bar area/fridge not clean, counters not wiped and/or excessive cleaning of toilets is required.
- c. Cleaning materials and equipment are not provided.

13. Vacating the Facility and Premises

- a. It is the Hirer's responsibility to secure the Facility before leaving.
- b. All personal belongings and equipment must be removed from the hired area. Equipment from a function may be stored and left on the premises only by prior arrangement.
- c. Prior to leaving the premises please ensure all electrical appliances, lighting, air conditioning is switched off. A surcharge may apply for any equipment left on.
- d. You are required to comply with any other security procedures as specified by the College.
- e. Your event must conclude by the time specified on the Facility Hire Agreement Form and no later than 12.00 midnight in the case of an evening booking. During school holidays the finish time of an event may be extended to 1.00am with College approval.
- f. The condition of the Facility and any College equipment should be left in the same condition as you found it.

14. Insurance

- a. You agree to effect and maintain public liability insurance for an amount not less than \$10 million per occurrence and to provide a Certificate of Currency to the College prior to the Start Date.



- b. You agree to keep this policy for the duration of your event. Please seek advice from the College if you are uncertain of your responsibilities/obligations prior to paying any monies for your booking.

15. Damages

- a. If the College determines that you have caused damage or loss (excluding fair wear and tear consistent with normal use of the Facility) to the Facility, or College property or equipment, or the College suffers or incurs any costs in connection with any of your property left at the Facility, the College may retain the whole or any part of the Bond to remedy the damage or recover its costs.

16. Liquor Permit

- a. You must obtain our prior written consent to any alcohol being consumed, provided or sold at the Facility. Approval for the consumption of alcohol may be withheld at the College's absolute discretion.
- b. Under no circumstances must alcohol be consumed, provided or sold until you have obtained approval from the College and provided the College with evidence of the necessary liquor permit under the *Liquor Licensing Act 1997*.
- c. You must comply with all applicable liquor laws at all times. Alcohol is not to be served to guests under 18 years of age.
You must display any liquor permit at the Facility.

17. Fire Extinguishers and Exits

- a. Fire extinguishers are provided for use in emergency situations only and are regularly tested and tagged. If any fire extinguisher has been released or tags broken or removed, you will be charged for the cost of refilling, retesting, and tagging the units.

18. Liability

- a. Despite anything to the contrary, to the maximum extent permitted by law, the College will not be liable for, and you waive and release the College from and against, any liability arising from or connected with your use of the Facility.
- b. Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and will indemnify the College, in respect of any liability that the College may suffer or incur or otherwise become liable for, arising from or in connection with:
 - your, or your personnel's, contractors' or invitees' use of the Facility;
 - any acts or omissions of you, your personnel, contractors or invitees;
 - any property loss or damage (including personal effects), or personal injury or loss, arising from or in connection with your use and occupation of the Facility;
 - any breach by you of this Facility Hire Agreement.
- c. This clause will survive termination or expiry of this Facility Hire Agreement.



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19. COVID-19

- a. You are required to:
 - Ensure that you do not permit the number of guests/users within the Facility at any one time to exceed the maximum contained in the College's approved COVID-Safe Plan for that Facility;
 - Ensure that all guests/users register their attendance using the South Australian Government QR Code displayed in the Facility or via a manual register;
 - Return the completed manual register to the College on first business day after the event or the physical *Drop Box* provided;
 - Ensure compliance with any and all directions issued under the *Emergency Management Act 2004* as part of the Emergency Declaration made on 22 March 2020 to help contain the spread of COVID_19.
- b. The College reserves the right to cancel/postpone use if required to meet Government conditions around social gatherings and activities, or the College's assessment of the need to restrict such events.

20. General

- a. This Facility Hire Agreement is governed by the laws of South Australia.
- b. In the case of disputes arising, the College's decision is final.
- c. The College reserves the right to review applications/hiring fees/conditions and to establish any other additional conditions that are deemed to be necessary in the best interest of the operation of the facilities and the security and safety of its occupants/College community. The College will not consider the hiring of College facilities for 18th/21st birthday celebrations or Bucks' (Groom's) or Hens' (Bride's) functions.
- d. If GST is payable on any supply made under this Facility Hire Agreement, the recipient of that supply must pay an amount equal to the GST payable on the supply at the same time that the consideration is to be provided under this Facility Hire Agreement.

21. Special Conditions

- a. The College may at any time impose special conditions on you in addition to the standard Conditions of Hire. In this instance, you shall be notified in writing prior to the event.