

Facilities hire application

Booking Form

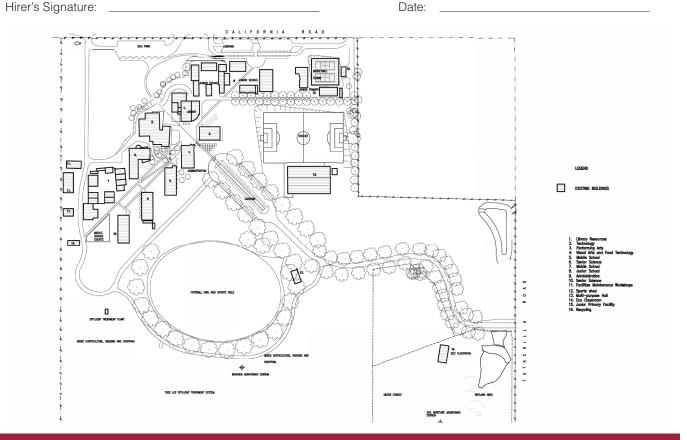
AUTHORISATION

I hereby indemnify Tatachilla Lutheran College, its officers, servants, agents and contractors from and against all actions, claims and demands of every kind for which Tatachilla Lutheran College, its officers, servants, agents and contractors shall or may be legally liable in respect of or arising from any accident, loss, damage or injury to person or property by reason of anything done or omitted to be done by the hirer in connection with the usage of the Tatachilla Lutheran College Facilities and in connection with the Conditions of the Hire.

The above details and any other information attached represent a true and accurate representation at this point in time of requirements for my proposed event. I am aware that I can make changes or alterations to these details up until 3 working days prior to the start of the event, however I do realise that any significant changes made may affect the cost, provision of selected services or facility allocations identified or quoted. I recognise that it is my responsibility to keep Tatachilla Lutheran College informed of any changes or alterations and shall do so in writing. I also accept, at a minimum, Tatachilla Lutheran College has the right to invoice me in accordance with the information detailed on these pages.

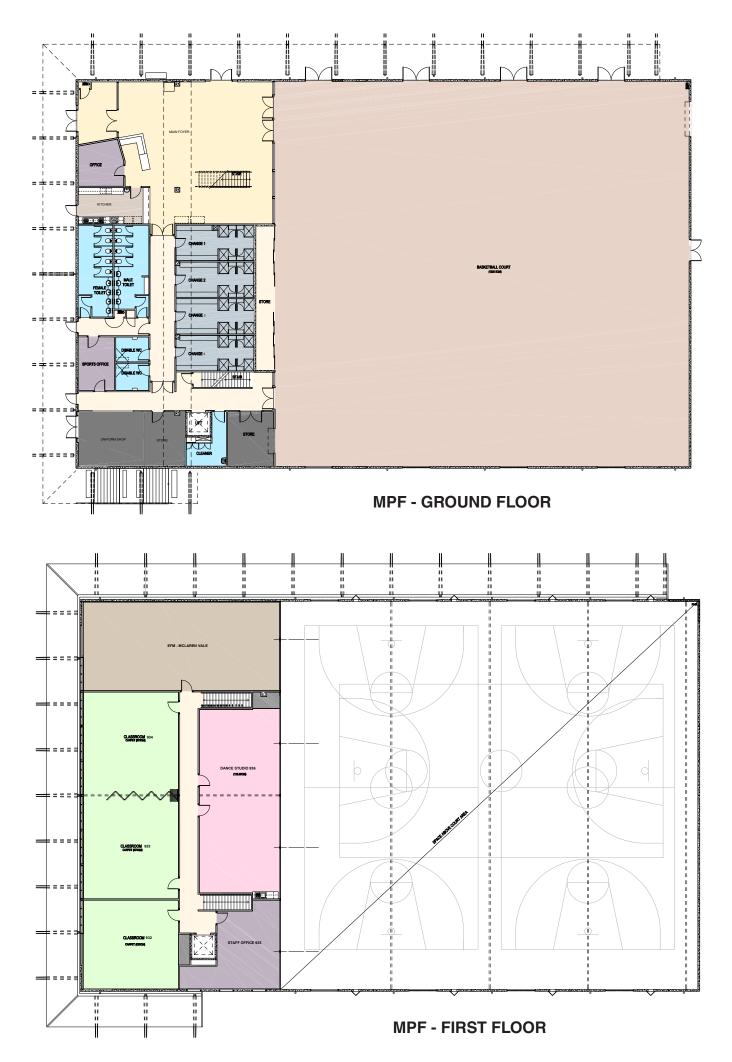
I declare that I am authorised by the above organisation to hire the facilities for the purpose I have specified. I have read and understand the Conditions of Hire overleaf, and confirm that I accept them on behalf of the above organisation. I also acknowledge that GST is payable on this event.

Hirer's Name:	(NB. must be legally able to represent the hiring organisation)



APPLICATION PROCESS

- 1. Application to hire the facilities should be made to Mrs Kay Digby, Facilities Hire Coordinator at kay.digby@tatachilla.sa.edu.au or by phoning the College on 08 8323 9588.
- 2. A mutually convenient appointment will be made to inspect the facility requested.
- 3. A Booking Form will be required to be completed, signed and approved by the College representative.
- 4. Sighting of an Insurance Public Liability Indemnity is required with each hire.
- 5. A 10% deposit and *Security Deposit/Bond is required at the time of booking. *Security Bond/Deposit will be refunded upon facility being left in good condition after hire.
- 6. Full hire payment to be completed 7 days prior to the hire date.
- 7. The Facilities Hire Coordinator will discuss access and possible training required.



TATACHILLA LUTHERAN COLLEGE FACILITY HIRE RATES & INFORMATION

Effective 1 July 2018

Tatachilla Lutheran College is located at 211 Tatachilla Road, McLaren Vale. Organisations which meet the guidelines and conditions may hire rooms in our Multi-Purpose Facility and classroom facilities at the rates listed below. Please note that facilities cannot be hired during school hours and that school functions will take precedence over other bookings. The below rates will be discounted for any not-for-profit organisations that the College deems will have a lower impact on the facility.

Facility	Chairs	Air Cond / Heating	Data Show / AV	Internet	White Board	Hourly	Half Day up to 5 Hhs	Full Day 5-9 Hrs	Full Day & Evening 9+ hrs	Security Deposit / Bond
Full MPF (inc. kitchen, change rooms, upper classrooms, stage, sound, projection)	800	Yes *court area fans only	Yes	Yes	Yes (upstairs rooms only)	POA	\$675	\$1080	\$1440	\$600
Basketball Courts - Double (inc. foyer & toilets)	800	Yes foyer only *courts area fans only	Yes	Yes	No	\$70	\$315	\$504	\$672	\$250
Basketball Courts - Single (inc. foyer & toilets) *shared space. For exclusive use must book double courts	300	Yes foyer only *courts area fans only	Yes *subject to approval	Yes	No	\$48	\$216	\$345	\$460	\$150
Kitchen (inc.fridge, oven, cook top, urn)	N/A	Yes	No	Yes	No	N/A	\$160	\$288	\$384	\$150
Dance Studio (includes whiteboard, small sink area)	50	Yes	Yes	Yes	Yes	\$30	\$135	\$216	\$288	\$150
Classrooms (includes data projector, whiteboard)	50	Yes	Yes	Yes	Yes	\$25	\$112	\$180	\$240	\$100
Activity Centre (includes data projector, AV, whiteboard)	100	Yes	Yes	Yes	Yes	\$55	\$247	\$396	\$528	\$250
EcoClassroom (includes data projector, small kitchen, whiteboard)	50	Yes	Yes	Yes	Yes	\$42	\$189	\$302	\$432	\$250
Soccer Oval	\$15.50 per	hour - if toi	lets are requ	ired extra cle	eaning fees	are applied	at a rate of \$2	25 p/h (subje	ect to inspec	tion)
Main Oval	\$27.50 per	hour - if toi	lets are requi	ired extra cle	eaning fees a	are applied a	at a rate of \$2	25 p/h (subje	ect to inspect	tion)
Key Deposit	\$50.00 (r	efundable on	return)							

ADDITIONAL CHARGES

Cleaning: additional charges will be incurred for damage or excess cleaning

Monday to Friday - \$45 per hour, per person; Weekends - \$65 per hour, per person.

Security Staff: at cost (external provider). For large functions Tatachilla Lutheran College may require that Security staff are employed, at the cost of the Hirer.

Technical Support: If professional sound and lighting is required in the MPF, this may be provided at additional cost.

Parking: There is parking for 125 cars in the schools grounds. For larger functions a parking attendant may be required at the expense of the hirer. All parking must be in designated car parks. The Hirer will meet repair bills to any damaged areas.

Catering: There is a kitchen facility available for self catering purposes only.

CONDITIONS OF HIRE

The College agrees to hire to the Hirer (the term Hirer will include the applicant/user's organisation) the venue/s and facilities together with the equipment in accordance with these Conditions of Hire and accompanying Booking Form. The Hirer agrees to be bound by these Conditions of Hire and by any additional conditions which the College may notify to the Hirer prior to the commencement of hire.

- **a. Tenancy:** The hirer must not assign or transfer its rights under this agreement (or give permission to anyone to use the venue) without the prior written consent of the College (such consent to be withheld at the absolute discretion of the College). The rights conferred by this agreement shall not create or confer upon the hirer any tenancy, estate or interest in or over the venue or the grounds owned by the College.
- **b. Deposit:** A 10% deposit will be required to confirm bookings and must be received by the College within two (2) weeks of confirmation to avoid cancellation. Payment of the deposit will signify acceptance of the Conditions of Hire of the particular facility. A Security Deposit/Bond may be required prior to the event and will be refunded on successful inspection of facilities following the event.
- **c.** Taxes: A goods and Services Tax (GST) at current Government required rate will be imposed on the value of all taxable supplies of our services as required by law. Payment of the GST must be borne by the Hirer. All prices quoted are exclusive of GST.
- **d. Public Liability Insurance Requirement:** External Hirers and users of College venues must be covered by appropriate public liability insurance. The Hirer must provide evidence of a current Public Liability insurance policy for an amount not less than \$10 million.
- **e. Confirmation of Bookings** can only be made once Tatachilla Lutheran College has received a fully completed booking form and receipt of a holding deposit. Organisations and government departments must quote their ABN.
- f. Cancellations received more than 60 days before the event will receive a 100% refund of the deposit. For cancellations received less than 60 days before the event no deposit refund is possible. The Hirer shall notify the College of cancellation not less than 14 days prior to commencement of hire, failing which the College may impose a cancellation fee of up to 50% of the hire fee. Within 48 hours of the commencement of hire, the full hire fee plus any additional expenses incurred may be charged, at the College's sole discretion. Notice of Cancellation or Changes to Details for any event must be advised in writing prior to the event.
- g. Payment of Account: Full payment must be received prior to the event, if hire is on a casual basis. Payment is required one month in advance if hire is on a regular basis. Account facilities for commercial and government clients are available if arranged in advance. Payment can be made by EFTPOS, EFT, Credit Card (no amex), Bank Cheque or Company Cheque.
- h. Emergencies: The hirer is to provide to the College prior to the commencement of the period of use, unless otherwise stated, details of personnel to be contacted in case of emergency or other needs. In an emergency (as determined by the College) the College, at its sole discretion, may close the venue and or prevent the hirer from accessing the venue. Charges relating to the involvement of emergency services will be at the expense of the Hirer.
- **i. Security Personnel:** Depending on the number of persons likely to attend the Event, the College may, in its absolute discretion, appoint security personnel at the Hirer's expense to ensure the College's interests are protected.
- **j. Responsible Officer:** Unless agreed to the contrary in writing, the Hirer must nominate an attendant aged 18 years or older who will be present for the duration of the function and who will take responsibility to ensure compliance with statutory safety requirements and the Conditions of Hire.
- **k. Distinguished Visitors:** The Hirer shall give the College advance notice of the attendance of any Regal, Vice-Regal or Government representatives or any other dignitaries, to enable the College to ensure observance of appropriate protocols.
- I. **Publicity:** The Hirer shall not issue any advance event publicity before receiving from the College written confirmation of the booking. The Hirer shall not make any statement in any advertisement which directly or indirectly implies that the event for which the premise is hired is conducted by or promoted by the College. The Hirer shall not issue any ticket, poster, advertisement, program or other literature containing the College logo unless the printer's or other proof thereof has been approved in writing by the College. The Hirer may erect a temporary event advertising poster or banner on College grounds with advance approval. An advertisement for the event may be placed in the College Newsletter if deemed appropriate by the Principal, or the Principal's representative.
- **m. Indemnity:** The Hirer shall indemnify and keep indemnified the College against all losses, expenses, liabilities, claims and damages incurred as a result of or arising out of the hire of the premises, whether caused by an act or omission of the Hirer, its servant's agents or invitees, or any other person.

CONDITIONS OF HIRE CONT...

- **n. AV Equipment Usage:** When audio-visual equipment is confirmed for use in a facility, College technical assistants will be in attendance to operate the equipment. This cost will be added to the hire fee.
- o. Duties of Care: The hirer must comply with any direction, instruction, request or command given by the College (acting reasonably) in relation to compliance with any relevant environment, health and safety regulation, codes of practice or any requirements of local authorities and councils. The Hirer is responsible for adherence to general occupational health and safety standards. The Hirer must ensure spillage of beverages or other liquid is immediately cleaned up and take any action required to avoid injury by slipping. The College will ensure adequate cleaning implements are on hand for potential hazards. Areas that cannot be cleaned immediately must be cordoned off. The Hirer must leave the premises clean and tidy at the conclusion of the period of hire and remove all rubbish. During a post hire inspection, the College may carry out at the Hirer's expense such cleaning or other work as may be required to restore the premises to satisfactory conditions. Excepting fair wear and tear, the Hirer shall be liable for damage to premises and/or fittings, equipment, furniture, carpets or other property therein, which occurs during the period of hire at any time.
- p. Good Order: The College retains the right to visit and examine the facilities being used or hired, and if necessary, to order the cessation of any activity being conducted and use of any part of the school premises. The Hirer shall be responsible for the maintenance of good order in and around the premises during the period of hire of the premises. The Hirer shall comply with any instruction by a College Security Officer or any officer of the College relating to the maintenance of good order and compliance with these Conditions of Hire in and around the premises.
- q. Seating and Stage Settings: Any alteration to the normal seating or stage setting of any premises may be made only with the written consent of the College and at the Hirer's expense. Before vacating the premises, the Hirer shall restore all furniture and equipment to the same location and configuration as it was at the commencement of the Hirer's occupation of the premises, failing which the College may carry out at the Hirer's expense such work as may be required to restore the premises to a satisfactory condition. The Hirer will be advised in writing of venue seating capacity as required. The Hirer shall not admit patrons to the premises in excess of the advised capacity of the venue/s nor for a purpose not agreed to by the College.
- **r. Liquor and Refreshments:** The Hirer shall not bring, serve or sell any liquor, beverage food or refreshment on any part of the premises unless specifically approved by the College. The Hirer must arrange appropriate food or liquor licensing, if required.
- **s. No Smoking or Drugs:** Tatachilla Lutheran College is a Smoke Free Zone and no cigarettes or drugs are permitted on the premises.
- t. Misuse/Public Nuisance: Hirers who create a public nuisance or misuse building or equipment will be asked to leave immediately and forfeit hire fees. Charges relating to the involvement of emergency services will be at the expense of the Hirer.
- **u. Suitability:** Tatachilla Lutheran College neither makes any representation nor gives any warranty that the facilities or equipment are suitable for the purpose of hire and the hirer acknowledges that it has entered into the hire agreement after making and relying solely on its own investigations and enquiries.
- v. **Disputes:** Any dispute between the Hirer and the College arising from, or in relation to, any hiring of the premises or from the Conditions of Hire shall be submitted to arbitration by a person appointed by the College, and the decision of the arbitrator shall be binding on the Hirer and the College.
- w. Entertainment: Any entertainment provided must be in keeping with the values and standards of the College.

 Any music associated with the event must conform to Copyright Laws. All programs must be submitted for approval in advance. The College may refuse permission for the hirer to conduct any activity included in their program/purpose of hire.
- **x. Keys:** Keys, and security instructions are to be collected from the Facility Hire Coordinator by 4pm on the day preceding a weekend booking. If the booking is for a week night, the key is to be collected by 4pm on the day of hire. Keys must be returned to the Facility Hire Coordinator on the next business day. The responsibility for the keys and their use remains with the Hirer. Lost keys will incur the cost of the replacement of locks.
- y. Footwear: The correct footwear (no stilettos) must be worn in the courts area at all times. No person is allowed on the court without correct non-marking sports shoes. Shoes that may damage the court surface, such as stiletto heels, are not acceptable anywhere in the building for any sport played, at any time.
- **z. Termination of Contract:** The College may vary the conditions of this agreement (acting reasonably) by written notice to the hirer and any time. The College may at any time terminate this agreement.