



HIRE AGREEMENT TO USE SCHOOL PREMISES

Creswick North Primary School Council (“Licensor”) hereby authorises:

Name:.....

Address:.....

Organisers Mobile:.....(“Licensee”)
(name, phone contact details and address of user)

under s.15AA of the Education Act 1958 to use the school premises described in Item 1 on the days and between the hours specified in Item 2 solely for the purposes described in Item 3 in consideration of payment by the Licensee to the Licensor as specified in Item 4 of the Schedule below subject to the following conditions:

Conditions

1. By signing this Agreement the Licensee or its authorised person acknowledges understanding and agreeing with these conditions.
2. This Agreement is not exclusive to the Licensee.
3. The Licensee will use the premises at the Licensee’s own risk.
4. The Licensee must ensure that the premises and facilities used under this Agreement are left clean, tidy and fully secured with doors and windows bolted and locked before vacating the premises, including alarm activation if applicable.
5. Any damage, faults or alarm activation must be reported to the Business Manager by 9.30am the next working day.
6. The Licensee will ensure that its use will comply with Victorian Government policies applicable to use of school premises.
7. The Licensee must ensure (at the Licensee’s own cost) that the use of school premises and/or facilities under this Agreement is fully insured under Public Liability Insurance. **Proof of Public Liability Insurance is required before approval to use the facilities will be granted.**
8. Payment for use of the premises will be invoiced at the end of each term and will be due and payable within two weeks of the date of the invoice.
9. The Licensee must give at least one (1) weeks’ notice if facilities are not required, otherwise the full cost of hire will be required to be paid.
10. The Licensor, on giving reasonable written notice to the Licensee at the Licensee’s above address, in the exercise of its absolute discretion for any reason whatsoever may terminate this Agreement.

11. The Licensee must ensure that school premises or facilities are not altered or damaged as a result of or in connection with this Agreement.
12. The Licensee, is liable for any costs in relation to damage to facilities and equipment and also the costs incurred through activation of the security alarm during the times of hire.
13. Smoking and consumption of alcohol is not permitted anywhere on the School grounds. This must be conveyed to all parents.
14. This agreement is for the stipulated time as per the timetable confirmed with the Principal or Business Manager, the Licensee must not access the school grounds or facilities other than for these days and hours of usage.
15. The Licensee must ensure that no neighbouring occupier and no legitimate user of the school premises is disturbed by or as a result of this Agreement.
16. The Licensee releases and indemnifies the Licensor and the State of Victoria and all persons acting on their behalf from and against liability, including negligence, for all loss and injury, except loss or injury for which the Licensor or the State of Victoria is mainly liable, sustained by the Licensee or any other person in the performance of, or in connection with this Agreement.
- 17 This Agreement may not be assigned without the written consent of the Licensor.
18. Any variation to this Agreement must be in writing signed on behalf of both parties.
19. The school key must be returned to the key safe at the conclusion of the use of the facilities as agreed with the Principal or Business Manager.
20. The last person leaving the School building MUST ensure that the alarm is activated.
21. Costs incurred due to activation of the alarm leading to attendance by Emergency Management security officers will be borne by the Licensee.

Evaluation:

This policy will be reviewed every three years as part of the school's yearly review cycle.

Certification:

This policy was endorsed by School Council at the meeting held on 26 November 2015

Signed:.....
Principal

Signed.....
School Council President

Schedule

ITEM 1 – FACILITY BEING HIRED

Creswick North Primary School

Room :.....

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ITEM 2 – DAYS AND HOURS OF USE

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ITEM 3 – PURPOSE OF USE

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ITEM 4 – FEES, AND HOW AND WHEN PAYABLE:

The cost will be \$35.00 per hour, with a \$100.00 bond refundable at the end of use.

Payment for use of the premises will be invoiced at the end of each term and will be due and payable within two weeks of the date of the invoice.

Public Liability Insurance sighted:



SCHOOL COUNCIL

SIGNED on behalf of
Creswick North Primary School Council

by.....
(signature of authorised person)

.....
(print name)

theday of20....
in the presence of:

.....
(witness's signature)

.....
(print name)

LICENSEE

SIGNED on behalf of

.....
(name of user/group)

by.....
(signature of authorised person)

.....
(print name)

theday of20....
in the presence of:

.....
(witness's signature)

.....
(print name)