



Green Point Christian College
Hire of Facilities
Terms and Conditions



1 INTRODUCTION

Welcome to the Green Point Christian College. We trust that the use of our facilities will be beneficial to both you and your organisation.

The College offers two different areas for hire by external parties.

Multi-Purpose Centre

The MPC effectively consists of 3 levels -

- Level 1 Sports Storeroom - accessible from playing fields. This area is not available for hire.
- Level 2 Main Auditorium, Stage, Foyer, Offices, Disabled toilet, Sports Storerooms, Food Preparation room and Male and Female toilets and change rooms.
- Level 3 Mezzanine and rooms above stage.

The main auditorium has been designed predominantly as a sports space though it also allows for performance and general-purpose use. All areas are available for the use of hirers except for Offices, Sports Storerooms, and associated equipment. It is especially important that special care is taken of the Pulastic sports flooring system and that special note is taken of the use requirements that will be detailed during the site induction.

Oval

The oval and other sports grounds consist of 2 areas:

- Area 1: Hard surfaced basketball/netball courts.
- Area 2: Marked grass football field.

Subject to availability, the weather, and also maintenance of the surface for student use, the oval and hard courts are available for limited hire by external sports teams .

This document details the Terms of Use that apply to the hire of any of the available facilities.

2 TERMS AND CONDITIONS OF HIRE

2.1 Venue Hire

(a) Agreement to Hire:

- i. In consideration for the payment by the Hirer to the College of the Hire Fee, the College agrees to hire the Venue to the Hirer solely for the Approved Purpose between the Agreed Times on the Function Date on the terms of this Agreement.
- ii. This Agreement does not create any lease or tenancy of College premises but is merely a license to occupy the Venue during the Agreed Times.
- iii. The Agreed Times include any time required by the Hirer to set up before, and clean up after, the Function.
- iv. The hirer shall not sub-let the facilities or any part thereof.

(b) Access:

- i. The College facilities are only available for Hire when they are not required for scheduled College activities. The facilities are available for use between the hours of 8:00am and 10:30pm.

(c) Special conditions

- i. If the Details of this Agreement set out any special conditions, those conditions are incorporated into and form terms of this Agreement. In the event of an inconsistency, the special conditions will prevail.

(d) Security Bond:

- i. A Security Bond of \$500 must be prepaid prior to the use of the facilities (excluding the oval). This bond will be refunded to the hirer after a post-hire inspection clearance has been approved.
- ii. The Hirer's booking is confirmed once the College receives the Deposit in accordance with clause 4.3(a).

2.2 Booking and Cancellation

(a) Applications for Bookings:

- i. Applications for hire must be on the form provided on the College website and forwarded on completion to the Facilities Manager for consideration / approval.
- ii. A tax invoice will be issued to confirm booking acceptance and approval.

(b) Cancellation by Hirer:

- i. Subject to this clause, the Hirer may cancel a confirmed booking (in writing) at any time;
- ii. In the event of a cancellation of a confirmed booking made with less than 30 days' notice a cancellation fee of \$75.00 will apply.

(c) Cancellation by College:

- i. The College may cancel a confirmed booking at any time if there are unforeseen circumstances beyond the College's reasonable control, or any other event which in the reasonable opinion of the College, causes the Venue to be unsafe or inappropriate to hold the Function. Unforeseen circumstances shall include any cancellation or restriction linked to the College's obligations under NSW Department of Health Public Health Orders or NSW Department of Education requirements related to COVID-19.
- ii. In the event of cancellation of a confirmed booking by the College, the College will refund to the Hirer the Deposit or the Hire Fee amount (if already received by the College).

(d) Right of Refusal:

- i. The College reserves the right to refuse hiring the facilities for activities and functions considered to be against the Christian values of the College and linked Church.

2.3 Fees and Charges

(a) Facility Hire Rates:

- i. Hire rates for the use of the nominated facilities are determined by the College and subject to change.
- ii. Bookings are not confirmed until the hirer has received a tax invoice and paid a \$75 non-refundable deposit plus \$500 Security Bond.

(b) Additional Fees

- i. The Hirer agrees to pay additional charges imposed by the College for repair of any damage, beyond normal wear and tear, caused to the Venue, furnishing or equipment in the Venue, or for the removal of unwanted materials left after the Function.

2.4 Conduct of Function or Event

(a) Attendance

- i. The Hirer must be in attendance at the Venue at all times during the Function.

(b) College Property:

- i. No items of College property may be moved from the facility without the permission of the Facilities Manager or their representative.

(c) Decorations and electronic equipment:

- i. All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by the College before the Function and may be the subject of a further charge.
- ii. If the Venue (MPC) has specialised sound, lighting or other equipment, the equipment can only be used by an authorised person with appropriate certification or qualification who is engaged at the Hirer's cost. The Hirer must obtain prior written approval from the College in this regard. The College may be able to provide approved staff or contractors if requested at the Hirer's cost.

(d) Deliveries

- i. All deliveries for the Function must be arranged with and approved by the College prior to delivery.

(e) Directions

- i. The Hirer must comply with the directions of College management and staff whilst on the Venue premises.
- ii. The hirer shall be responsible to ensure no excessive noise is made during the hiring which would disturb neighbours.

(f) Supervision

- i. The Hirer is responsible for ensuring that at all times its agents, contractors, employees, licensees and invitees are properly supervised and under the control of a representative of the Hirer.
- ii. Children are to be supervised at all times by a responsible adult. General office and staff areas are out of bounds.

(g) Liquor, refreshments and smoking

- i. No liquor shall be sold or consumed during the hire of the facilities.
- ii. The Hirer must comply with all applicable health and safety rules and regulations, including under the Food Act 2003 (NSW) and any associated regulations.
- iii. All facilities and grounds are NON-SMOKING areas.

(h) Objectionable or dangerous activities

- i. The College may at its sole discretion, prohibit, cancel or stop without notice any performance, function or activity which is objectionable, dangerous, illegal or detrimental to the reputation of the College.
- ii. The College reserves the right to remove any person from the Venue immediately if their behaviour is deemed by the College to be offensive, illegal, disorderly, riotous, dangerous or in breach of any relevant law.

(i) Vacation of Venue or premises

- i. The Hirer must:
 - a. vacate the Venue by the end of the Agreed Times;
 - b. promptly remove any goods or materials brought onto the Venue premises by or on behalf of the Hirer; and
 - c. leave the Venue premises in an undamaged, clean and tidy condition. The College may, if it thinks fit, charge the hirer for any expense incurred in restoring the nominated area to a clean and orderly state. The use of confetti is not permitted.

(j) Restrictions

- i. The Hirer must not use the Venue for any purpose other than the Approved Purpose.
- ii. The Hirer must not affix any sign, decoration or other item to any part of the Venue, without the College's prior written consent.
- iii. The Hirer must not interfere with or alter any of the College's electrical systems, lighting or sound systems within the Venue.
- iv. The Hirer must not bring onto the Venue premises or the College's campus any flammable liquids, explosive, illegal substance or potentially harmful substance.
- v. The Hirer must not display, publish or broadcast advertising material that infers that the Function is in any way connected to or endorsed by the College, without obtaining the College's prior written permission to do so.
- vi. The Hirer will not reproduce or make use of any of the College's branding or logos in marketing material or otherwise, without obtaining the College's prior written permission to do so.

2.5 Safety and Security**(a) Electrical**

- i. All leads, power tools and electrical equipment must be inspected and tagged by a qualified person prior to their use on the Venue premises.

(b) Egress/Ingress:

- i. All entrances, exits (including exit doors), passageways and aisles at or around the Venue are kept clear and available for public use, and all exit signs remain visible, at all times when the Venue is occupied.

(c) Security:

- i. Security of the facility is the responsibility of the person making the application. Security and Lock up procedures shall be provided by the Facilities Manager or delegate.

2.6 Indemnity and Insurance**(a) Hirer's indemnity**

- i. The Hirer is liable for and indemnifies the College from and against all actions, claims, demands, losses, damages and expenses for which the College may be or become liable or suffer in respect of:
 - a. damage to the College's property arising out of or in the course of the Function, except to the extent it is caused or contributed to from the negligence or default of the College.

All such instances must be reported to the Facilities Manager within 24 hours and followed up with a written report.;

- b. injury to or death of any persons arising out of or in the course of the Function, except to the extent it is caused or contributed to from the negligence or default of the College;
 - c. damage or injury caused or contributed to by the acts or omissions of the Hirer's contractors;
 - d. any infringement of rights under copyright in connection with the performance, display or transmission of musical, artistic or dramatic work, as a result of or in connection with the Hirer's use of the Venue;
 - e. any breach of any law by the Hirer in connection with the Function; and
 - f. any breach of this Agreement by the Hirer.
- ii. All such instances must be reported to the Facilities Manager within 24 hours and followed up with a written report.

(b) Insurance:

- i. The Hirer must obtain the following insurance:
 - g. insurance covering liability for claims for personal injury or death, and damage to property, arising in respect of the Hirer's obligations under this Agreement, however caused, with such insurance providing cover in respect of each and every occurrence for an amount not less than \$20,000,000, and in respect of public liability must be unlimited as to the number of claims which can be made; and
 - h. workers' compensation insurance as required by law or workplace personal injury insurance.
- ii. The Hirer must not do, or permit to be done, anything which may invalidate or affect the rights of the College to make a claim under any of the College's or the Hirer's insurance policies.

(c) Exclusion of liability

- i. The College accepts no responsibility for any loss or damage to the property of the Hirer or any third party.