



Lake Joondalup Baptist College

Hire of College Facilities Policy

Policy #: 097

Policy reviewed date: March 2021

Next review date: March 2023

Hire of College Facilities

Introduction

The College may hire out its facilities to members of the public. The areas that are to be hired out include the Sports Centre, the Auditorium (subject to the provisions of policy 070) and the ovals. All bookings are to be directed to the Executive Assistant to the Principal and are to be approved by the Executive Business Manager.

Hire agreement

A hire agreement is to be completed by the hirer and the school at the time of the booking (Appendix 1) and supporting insurance documents are to be supplied by the hirer.

Guidelines

All facility bookings will be recorded in the Calendar in the Public Folders of Outlook

Bookings shall not be made for purposes which are incompatible with the ministry objectives, beliefs, values, morals or ethics of the College. All groups wishing to use the facilities should be in alignment with the ethos of the College and may not necessarily have a direct missionary or education focus. Examples may be local sports clubs, acting groups, choirs etc.

Bookings will not be for use after 12:00 midnight or prior to 7am.

All hirers are to display a sign indicating that this is not a Lake Joondalup Baptist College Event and a notice is to be placed in the newsletter to inform the School community.

Regular bookings shall not be made on an 'indefinite' basis or for periods which are not acceptable to the College or the Church.

All groups using the facilities are to be responsible for their own cleaning.

Costs of any damage to the facilities shall be paid by the group using the facilities.

Audio and Lighting systems are **only** to be used by operators authorised by the Executive Business Manager and where staff are required to work extra hours' payment may be required to these operators for their services.

Copyright Clearances - each group must satisfy the Executive Business Manager that they have obtained copyright clearance for the reproduction, performing or recording of any material in the facilities before the booking can be confirmed.

All equipment used in events shall be fully packed down and removed by the end of Saturday night to enable Church use on Sundays. Setting up will only be allowed outside College hours unless other arrangements are agreed with the Executive Business Manager. All practices, setup and rehearsal times must be carefully pre-arranged and pre booked to ensure that there is no conflict with College or Church functions.

Payment

Payment for use of the facilities by outside groups shall be made prior to the event according to the scale of charges which will be set by the Executive Business Manager from time to time including the payment of bond monies. Bond will be returned after responsibilities for cleaning and/or repairs have been met.

APPENDIX 1: Lake Joondalup Baptist College Facility Hire Application Form

Name of Organisation: _____

Purpose of booking: _____

Facilities required: Room(s): _____ Ovals: _____ Toilets: _____

Other: _____

Details of Insurer: _____

(Please attach a copy of your Public Liability Certificate of Currency failing which the hire agreement will NOT proceed)

Special conditions: _____

Number of people expected to attend the function:

AD Hoc Booking Date(s) Required From: _____ to _____

Regular booking Day of week: _____ Time: _____

Day of month: _____ Time: _____

Indicate if required School holidays: Yes/No Public Holidays: Yes/No

The Hirer will pay Lake Joondalup Baptist College a hire fee of \$ _____ to be paid as follows:

If this application is approved, I/we undertake on behalf of my organisation that we have read and comply with the conditions attached to this form.

Applicant's name: _____

Address: _____

Position and organisation: _____

Contact details: Work: _____ Mobile: _____

After hours: _____

Signature: _____ Date: _____

This application is supported/not supported on behalf of the School by:

Principal: _____ Date: _____

APPENDIX 2: Lake Joondalup Baptist College Facility Hire Application Form

Name of Organisation: _____

Purpose of booking: _____

Facilities required: Room(s): _____ Ovals: _____ Toilets: _____

Other: _____

Insurance details: _____

(Please attach a copy of the documentation – note that the hire agreement will NOT proceed without evidence of suitable insurance)

Special conditions: _____

Number of people expected to attend the function: _____

AD Hoc Booking Date(s) Required From: _____ to _____

OR

Regular booking Day of week: _____ Time: _____

Day of month: _____ Time: _____

Indicate if required School holidays: Yes/No Public Holidays: Yes/No

The Hirer will pay Lake Joondalup Baptist College a hire fee of \$ _____ to be paid no later than 2 working days prior to the commencement of the hire.

If this application is approved, I/we undertake on behalf of my organisation that we have read and comply with the conditions attached to this form.

Applicant's name: _____

Address: _____

Position and organisation: _____

Contact details: Work: _____ Mobile: _____

E-mail: _____

Signature: _____ Date: _____

Second contact name: _____

Address: _____

Position and organisation: _____

Contact details: Work: _____ Mobile: _____

E-mail: _____

Signature: _____ Date: _____

This application is supported/not supported on behalf of the School by: _____

Signature: _____ Date: _____

TERMS OF HIRE

1. EXTENSION OF TERM

- 1.1 The term 'College' or 'the College' in these Terms of Hire refers to Lake Joondalup Baptist College.
- 1.2 The term of use/hire may be extended with the written consent of both parties.

2. PAYMENT

The Hirer will pay Lake Joondalup Baptist College a hire fee of \$_____ to be paid as follows:

- 2.1 A deposit of 40% of the hire fee (\$_____) to be paid on the signing of this agreement.
- 2.2 The balance of the hire fee (\$_____) to be paid no later than 2 working days prior to the commencement of the hire.
- 2.3 The Fee will be adjusted according to changes in usage, as agreed by both parties (e.g. school holiday breaks or competition season breaks)

3. CANCELLATION

- 3.1 The College reserves the right to cancel any booking with 30 days' notice to allow the {facilities} to be used for a College purposes.

4. GENERAL CONDITIONS OF HIRE

- 4.1 The Hirer must provide the names and contact details of two people who agree to being contacted by the College in relation to a booking.
- 4.2 The {facilities} may only be used by the Hirer for the purposes as stated in the Lake Joondalup Baptist College Facility Hire Application Form
- 4.3 This Agreement does not create a tenancy or other relationship between the College and the Hirer, and the grant of access to the {facilities} is a mere non-exclusive right to access the {facilities} at the days and times nominated during the Term as set out in this Agreement. If the Hirer wish to use the {facilities} at days and times outside of those identified in this Agreement it will need to make further arrangements with the College.
- 4.4 The booking time is inclusive of set up and pack down time.
- 4.5 It must not make or permit any structural alteration, including the attaching of nails, screws or other fastenings to walls or fittings to the premises.
- 4.6 It must comply with all requests by the College and with all laws concerning the use of the premises and equipment.
- 4.7 Alcohol and smoking are not permitted on the premises or the College grounds at any time.
- 4.8 It must leave the premises and any toilets and all routes of access in a clean and tidy condition with any refuse being removed from the site. If the premises are left unsatisfactory, then a cleaning charge will be invoiced to the Hirer and is payable within 7 days.
- 4.9 The {facilities} are to be left in a swept clean appearance.
- 4.10 The Hirer agrees not to bring into the {facilities} or use any equipment which is not first approved in writing by the College.
- 4.11 The Hirer is solely responsible for any equipment (including equipment owned by a third party) which the Hirer, its employees, officers, agents, sub-contractors and invitees brings to the College and the College will have no liability for any loss or damage of any such equipment.
- 4.12 The Hirer is solely responsible for the conduct of all persons at the {facilities} during the hire period.

- 4.13 No person in any way will damage, deface, or mark any part of the room, furnishings or any object located near the building. Any expense that is incurred as a result of this will be payable by the Hirer.
- 4.14 The Hirer will assume responsibility for the {facilities} and its contents for the hire period.
- 4.15 The Hirer assumes full responsibility to repair or make full restitution to the College's satisfaction for any damage to the {facilities} or equipment.
- 4.16 Upon exiting the {facilities} all lights are to be turned off, all doors locked, the security system alarmed and the gates on the service roads to be locked closed on departure. Should the College security or representative be called out to secure the premises or an alarm is activated, a fee will be levied by the Security Company and payable by the Hirer.
- 4.17 Should the Hirer require security guards to be onsite during the event, Black Diamond Protection is the College's preferred contractor.
- 4.18 The College accepts no responsibility for vehicles parked on the College grounds.
- 4.19 The College reserves the right to have a representative observe activities in the {facilities} at any time.
- 4.20 The College and the Hirer reserves the right to terminate this Agreement at any time.
- 4.21 At no time may the {facilities} be used for any illegal purpose and the Hirer is fully responsible for upholding the laws of Western Australia.
- 4.22 The Hirer will not use the Lake Joondalup Baptist College name or logo without the written consent of the College.
- 4.23 At no time will the {facilities} be used for purposes that may bring the College into disrepute.
- 4.24 The Hirer is not entitled to sell, offer or permit to be sold, offered or exposed for sale any refreshments or snacks, except with the prior written approval of the College.
- 4.25 The Hirer must not cause or permit any nuisance or annoyance in or in the vicinity of the College.
- 4.26 The Hirer must not assign, transfer, sub-let or sub-license or otherwise part with any right granted by this Agreement without the prior written consent of the College, which consent may be given or withheld at the College's discretion.
- 4.27 This Agreement may be varied with the agreement of the parties. No variation of this Agreement will be of any force unless recorded in writing and signed by both parties.
- 4.28 The Hirer must provide to the College any information requested by the College relating to a parties rights or obligations under this Agreement.
- 4.29 The Hirer is to clearly display a sign identifying their organisation and that the event is not a Lake Joondalup Baptist College organised event (see annexure 1)

5. SPORTS CENTRE

- 5.1 Where any functions are conducted on the Gymnasium floor that involve the use of chairs, tables or other moveable equipment, the trolley provided is to be used at all times.
- 5.2 If the event is a "dance" the Hirer must supply an appropriate portable dance floor to ensure the Gymnasium floor is not damaged. Failure to have an appropriate floor may result in the event being cancelled by the College. Permission must be obtained from the College for the use of smoke machines.
- 5.3 Participants must wear non-marking shoes whilst playing or training.
- 5.4 Access by vehicles to the basketball courts is strictly forbidden at all times.

6. DISPUTES

6.1 The parties agree to negotiate in the event of any disputes regarding the terms of this Agreement or the use of the {facilities} before taking formal legal action.

7. INDEMNITY

7.1 The Hirer indemnifies the College, the College Board and all officers and employees of the College against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, in respect of:

7.1.1 any personal injury occurring on the premises or elsewhere on the grounds of the College arising directly or indirectly from the use of the Sports Centre or the equipment by the Hirer or occurring elsewhere arising for the use of the equipment by the Hirer; or

7.1.2 damage to the premises, the equipment or any other property of the College or any other person arising directly or indirectly from the use of the premises or equipment by the Hirer.

8. INSURANCE

8.1 The Hirer will obtain and maintain insurance during the hire period. The Hirer must provide Certificates of Currency for Public Liability and General Risk insurances (where applicable) to an adequate level of cover, to cover the hire period of this Agreement.

Name of Insurer: _____

Policy Number: _____

Date of Expiry: _____

8.2 The Hirer, its officers, employees, agents, sub-contractors and invitees must not do or permit anything to be done which would render in any way unenforceable against the insurer any insurance effected by the College or the Hirer.

9. ENTIRE AGREEMENT

9.1 If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected.

EXECUTION

I have read, understood and agree to the Terms of Hire.

(Signature)

Signed on behalf of Lake Joondalup Baptist College

(Name, please print)

(Date)

(Signature)

Signed on behalf

(Name, please print)

(Date)



Lake Joondalup
Baptist College

XYZ Renters

This is not a Lake
Joondalup Baptist
College organised
event.