

Application for Hire of Facilities



Please complete this application form and forward to the Facilities Manager: Glenn.Cooper@smc.sa.edu.au

A. HIRER:

Name of Club, Organisation or Individual(s): _____ ABN/ACN: _____
Address: _____
Authorised Representative: _____ Position: _____
Email: _____ Telephone: _____ Mobile: _____

B. GUARANTOR:

Name of Individual: _____
Address: _____
Email: _____ Telephone: _____ Mobile: _____

C. HIRE FACILITIES: Please tick the box of each facility required.

- Henley Beach Campus**
- Chapel
 - Classrooms. Number of classrooms required: _____
 - Cricket Nets/Pitch
 - Dance Studio
 - Gymnasium (Founders Hall): (1500 Theatre style)
 - Mary MacKillop Centre (250 Theatre style)
 - Music Studio
 - LEC Auditorium (308 Theatre style)
 - LEC Hospitality Centre
 - LEC Meeting Rooms
 - Ovals
 - Staff Centre
 - Tennis/Netball/Basketball Outdoor Courts
 - Other: Please specify

- Beverley Campus**
- Chapel
 - Classrooms. Number of classrooms required: _____
 - Cricket Nets/Pitch
 - Gymnasium (Founders Hall): (600 Theatre style)
 - Ovals
 - Performing Arts Centre
 - Staff Centre
 - Tennis/Netball/Basketball Outdoor Courts
 - Other: Please specify

D. HIRE PERIOD:

Days: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Recurring Booking: Weekly Fortnightly Monthly Annually

Dates: From (date): _____ To (date): _____

Time(s): From (time): _____ To (time): _____

Other (please specify)

E. PERMITTED USE:

Proposed use of facilities: *Describe type of function or event.*

Estimated attendance expected: _____ Estimated vehicles expected: _____

F. SPECIAL CONDITIONS: Please specify any special conditions in relation to the Hire of Facilities.

G: FEES:

Upon hiring of a facility, there are other services offered by St Michael's College that can enhance the running of a function or event eg chairs, tables, cleaning, audio etc. Should you wish to hire these items please discuss with the Facilities Coordinator.

Venue & fees: GST inclusive)

	Corporate	Non-Profit Sporting Clubs	Charitable
Founders Hall (Beverley & Henley Beach)			
Per hour x 1 indoor court	\$72	\$55	\$40
Per hour x 2 indoor courts	\$144	\$110	\$80
Mary MacKillop Centre (Henley Beach)			
Per hour	\$77	\$45	\$28
Per day	\$418	\$209	\$110
Lasallian Education Centre (LEC) (Henley Beach)			
All areas excluding Hospitality Centre): Per hour	\$330	\$220	\$165
LEC – Auditorium Only (Henley Beach)			
Per hour	\$100	\$70	\$35
LEC – Hospitality Centre Only (Henley Beach)			
Per hour	\$65	\$45	\$25
Per Day (8 hours)	\$440		
Half Day (4 hours)	\$275		
Tennis / Netball / Basketball Outdoor Courts (Beverley & Henley Beach)			
Per hour x 1 outside court	\$35	\$20	\$15
Per hour x 2 outside courts	\$70	\$40	\$30
Ovals (Beverley & Henley Beach)			
Per hour	\$45	\$25	\$15
Per Day	\$310	\$150	\$90
Chapel (Beverley & Henley Beach)	\$300	\$300	-
Music Studios (Henley Beach)	\$80	\$50	\$30
Dance Studio (Henley Beach)	\$80	\$50	\$30
Cricket Nets / Pitches			
Per hour	\$40	\$20	\$15
Staff Centre (Beverley & Henley Beach)	\$80	\$50	\$35
Performing Arts Centre (Beverley)			
Per hour	\$80	\$50	\$25
Per day	\$400	\$200	\$100
Classrooms: (Beverley & Henley Beach)	\$20	\$15	\$10

Acknowledgments and agreements to be bound

I/We, _____, hereby apply to St Michael's College ("the College") to use the Hire Facilities, as described in this Application for Hire of Facilities. I/We acknowledge and agree that my/our hire of the Hire Facilities is subject to the terms and conditions of the Conditions of Hire and payment of the Fee and other charges required under the Conditions of Hire.

I/We acknowledge that submitting the Application for Hire of Facilities does not oblige St Michael's College to approve the application. St Michael's College will consider the application and give its approval in its absolute discretion.

Once St Michael's College approves the Application for Hire and the approval is communicated to the Hirer by St Michael's College an Agreement between the Parties comes into effect, constituting the Application for Hire, Conditions of Hire, Community Charter, Privacy Policy, and any other documents referred to in the Conditions of Hire that the College may communicate to the Hirer in relation to the Hire Facilities.

I/We acknowledge that we have read and understood the below documents, and agree to be bound by them:

Conditions of Hire (refer below) [Community Charter](#) [Privacy Policy](#)

Signed on behalf of the Hirer: _____

Name of Hirer representative (please print): _____

Signature: _____

Position: _____

Date: _____

FOR INTERNAL USE

Application for Hire of Facilities Approved: Yes No

Approved Fees:

Security Deposit \$	Hourly Rate \$	Daily Fee \$	Fixed Fee \$

Approved by St Michael's College representative: _____

Approver signature: _____

Approver Title / Capacity of Approver: _____

Date of Approval: _____

Approval communicated to Hirer on (date) _____ via Email Telephone Other (please specify)

Conditions of Hire

1. Definitions

- a. Capitalised terms in these Conditions of Hire have the meaning given to them in the Application for Hire of Facilities.
- b. **Claim** means any challenge, claim, cost, damages, debt, expense, liability, loss, allegation, suit, action, demand, cause of action, proceeding or judgment of any kind;
- c. **Community Charter** means the guidelines, policies and rules of the College relating to the conduct and responsibilities any person who deals with the College;
- d. **Facilities** means all buildings, facilities and grounds belonging to the College, including the Hire Facilities.

2. Use of Hire Facilities

- a. The Hirer may only use the Hire Facilities during the Hire Period for the Permitted Use. This agreement does not give the Hirer any other rights to use the Hire Facilities, or the Facilities or surrounding areas, outside of the Hire Period for any purpose.
- b. The Hirer is responsible for ensuring that all persons present in the Hire Facilities during the Hire Period, including the Hirer's members, guests and other associated persons, comply with these Conditions of Hire.
- c. The College may hire the Hire Facilities to any third party during the Hire Period:
 - i. at the same time the Hirer is using the Hire Facilities, provided the Hire Facilities' space allows; or
 - ii. at any times outside of the times the Hirer is using the Hire Facilities.
- d. The Hirer must comply with all reasonable directions of the College in respect of the Hirer's use of the Hire Facilities and any surrounding areas used in conjunction with the Hire Facilities.
- e. The Hirer must, at its own cost, obtain any approvals required for the Permitted Uses.

3. Payment

3.1. Hire Fee

- a. The Hirer must pay the Fee to the College in the manner directed by the College from time to time, unless otherwise agreed in writing between the parties.
- b. the College will issue to the Hirer an invoice in respect of the Hire Fee, which the Hirer must pay within fourteen (14) days of the date of the invoice. The Hirer must pay the invoice before the commencement of the Hire Period.
- c. Failure by the Hirer to pay the Hire Fee, including any payments that are dishonoured or rejected by a financial institution, may result in the College cancelling this agreement in accordance with clause 10.

3.2. Security deposit

- a. the College may require the Hirer to pay a Security Deposit. If a Security Deposit is required, the Hirer must pay the Security Deposit at least fourteen (14) days before the start of the Hire Period, unless otherwise agreed in writing between the parties.
- b. the College may use the Security Deposit to pay for or reimburse any costs or expenses it is required to incur as a result of the Hirer's use of the Facilities, including the Hire Facilities, during the Hire Period.
- c. the College will return the Security Deposit to the Hirer (less any amounts deducted in accordance with clause b) within fourteen (14) days of the end of the Hire Period.

3.3. Guarantor

- a. The Guarantor agrees to guarantee the due and punctual observance and performance of the obligations and covenants under this agreement, including payment of the Hire Fee and the Security Deposit.

4. Restrictions on use

4.1. Permitted Use

The Hirer may only use the Hire Facilities during the Hire Period for the Permitted Uses. Use by the Hirer for any other purposes are not permitted without the prior written consent of the College.

4.2. Sale of food and beverages

The Hirer must not sell, or permit the sale of, any food or beverages within the Hire Facilities, except with the prior written consent of the College.

4.3. Alcohol

- a. The sale and consumption of alcohol is strictly prohibited in the Facilities, except with the express prior written consent of the College, which consent may be withheld in the College's absolute discretion. The sale of alcohol is conditional upon the Hirer obtaining the appropriate liquor licence and any other approvals required by law. A copy of the liquor licence must be provided to the College at least 48 hours before the commencement of the Hire Period.
- b. The Hirer must ensure all alcohol is consumed and sold within the locations permitted by the liquor licence and the College.
- c. If the Hirer breaches the terms of the liquor licence or this agreement or fails to uphold the Community Charter of the College, the College may withdraw its consent to the consumption and sale of alcohol at any time during the Hire Period with immediate effect by giving written notice to the Hirer.

4.4. Smoking and chewing gum

Smoking and chewing gum is strictly prohibited in the Facilities.

4.5. Installations and equipment

- a. The Hirer may not install or erect any temporary structures, including signs, staging, marquees, tents and play equipment, on the Hire Facilities without the prior written consent of the College.
- b. The Hirer may not make any changes to the Hire Facilities, including alterations to electrical, gas and plumbing fixtures and fixings, including nails, screws or other fittings, to any Facilities.

- c. Any equipment or property owned by the Hirer that is brought into and placed on the Hire Facilities is the sole responsibility of the Hirer and is at the Hirer's sole risk. the College is not liable for any loss or damage to or as a result of any such equipment or property.
- d. Any equipment or property belonging to the Hirer must be in good working order, and must be removed at the end of each use during the Hire Period.
- e. The Hirer may not use any electrically powered equipment, including portable cooking appliances, in the Hire Facilities without the prior written consent of the College.
- f. The Hirer may not place any equipment onto special sport surfaces, including timber or turf sport surfaces (Special Surface) in the Hire Facilities without the prior written consent of the College. If the use of any such equipment is allowed, the Hirer must allow the College to inspect the equipment and must take any measures required by the College to protect any Special Surfaces in the Hire Facilities.

4.6. Vehicles

Vehicles may only be parked in the Facilities where car parks are indicated during the Hire Period. Vehicles may only be driven in the Facilities with the prior written consent of the College.

4.7. Advertising

The Hirer may not:

- a. display of any advertising materials in the Facilities is not permitted without the prior written consent of the College;
- b. advertise its use of the Hire Facilities without the prior written consent of the College; and
- c. use the College's name and/or trademarks in relation to its activities, including on any materials, including advertising materials, produced or disseminated by the Hirer, unless the Hirer has entered into an agreement with the College to licence the use the College's name and/or trademarks.

4.8. Other

- a. The Hirer may not use any smoke, fog, mist or haze machines and may not light any fires, discharge fireworks or use any equipment or device where a naked flame will be present. If any such activities or uses activates any fire or smoke alarms in the Facilities, the Hirer will be solely liable for any fees or expenses incurred by the College as a result of any such fire or smoke alarms being activated.
- b. The Hirer may not use roller skates, roller blades, skateboards, scooters, bicycles or any other similar device in the Hire Facilities, except with the prior written consent of the College.
- c. The Hirer must ensure non-marking shoes are worn on any Special Surfaces in the Hire Facilities.
- d. The Hirer may not bring animals into the Facilities without the prior written consent of the College.

5. Cleaning and damage

- a. The Hirer must ensure that the Hire Facilities are left clean and tidy at the end of each use during the Hire Period. All waste must be disposed of appropriately. The cost of any additional cleaning required to be undertaken by the College as a result of the Hirer's use of the Hire Facilities will be at the cost of the Hirer.
- b. The Hirer must ensure that the Hire Facilities are undamaged at the end of the Hire Period. The Hirer must repair any damage that it causes to the Hire Facilities, the Facilities or any other property belonging to the College, including but not limited to buildings and equipment. If the College is required to repair any damage caused by the Hirer, such repairs will be at the sole cost of the Hirer.

6. Safety and security

- a. The Hire Facilities must be used in a proper and safer manner, and only in the manner in which they are intended to be used.
- b. The Hirer must comply with the safety requirements the College, including complying with the instructions given by the College's employees or agents.
- c. If the Hirer anticipates more than 200 people will be at the Hire Facilities as a result of the Permitted Use, the Hirer must provide an evacuation and emergency plan together with its Application for Hire of Facilities.
- d. The Hirer must ensure that children are under adult supervision at all times.

7. Insurance

- a. The Hirer must have a current public liability insurance policy for at least \$10 million.
- b. the College may, by giving written notice, require the Hirer to obtain such insurance policies as are relevant to the Permitted Uses, including but not limited to contents insurance in respect of damage to any property and equipment owned by the Hirer.
- c. The Hirer must provide any Certificates of Currency for any insurance policies required under this agreement to the College prior to the commencement of the Hire Period. the College may refuse approval of any Application for Hire of Facilities until any such Certificates of Currency are provided.

8. Public Nuisance

The Hirer's use of the Hire Facilities shall not create a local nuisance within the meaning of the Local Nuisance and Litter Control Act 2016 (SA). The College may cancel this agreement if the Hirer fails to comply with this clause 8.

9. Warranties and indemnities

- a. The Hirer represents and warrants to the College the due and punctual observance and performance of its obligations under this agreement, including payment of the Hire Fee and the Security Deposit.
- b. the College makes no representations or warranties to the Hirer regarding the suitability of the Hire Facilities for the Permitted Use.
- c. The Hirer must indemnify and keep indemnified the College against all Claims (including reasonable legal costs and expenses) arising from or relating to any breach or alleged breach by the Hirer of any term, condition or warranty under this agreement, including any Claim by any third party arising in connection with the Hirer's use of the Hire Facilities.
- d. The Hirer is not liable to the College for any liability that was a direct result of the College's own gross negligence.

10. Cancellation

- a. The Hirer may cancel this agreement by giving at least fourteen (14) days' written notice to the College prior to the commencement of the Hire Period. If at least fourteen (14) days' written notice is given, the College will refund any Hire Fees or Security Deposits paid by the Hirer. If the Hirer gives less than fourteen (14) days' written notice, it must pay the Hire Fee.
- b. This agreement automatically expires at the end of the Hire Period, unless cancelled earlier in accordance with this clause 10.
- c. The College may cancel this agreement at any time with immediate effect by giving written notice to the Hirer if:
 - The Hire Facilities are required by the College for its own activities; or
 - the Hirer commits a breach of this agreement, or if the College considers it reasonably necessary to protect its interests.
- d. Upon cancellation or expiry of this agreement, the Hirer must:
 - immediately cease use of the hire facilities;
 - remove any waste and any equipment, installations or other items belonging to the Hirer from the hire facilities;
 - repair any damage the Hirer causes to the Hire Facilities, Facilities or any other property belonging to the College;
 - return any equipment, furniture or other items belonging to the College to their original position;
 - return any access cards, codes or keys to the College; and
 - pay any amounts owing to the College.
- e. Cancellation of this agreement will not affect any accrued rights or remedies either party may have and will not affect any provision of this agreement that is expressly or impliedly intended to continue in force after cancellation.

11. General

- a. The special conditions (if any) in Item G of the Application of Hire (Special Conditions) forms part of this agreement if they have been approved by the College. If there is any inconsistency between the Special Conditions and the balance of this agreement, the Special Conditions prevail to the extent of the extent of the inconsistency.
- b. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth)) is payable on a supply made under this agreement, then the recipient of the supply must pay the additional GST amount at the same time as it pays for the supply.
- c. This agreement may only be amended in writing signed by the parties.
- d. The Hirer may not assign its rights or obligations under this agreement without the prior written consent of the College. the College may assign its rights or obligations under this agreement at any time without the consent of the Hirer.
- e. Except as expressly provided in this agreement:
 - nothing in this agreement is intended to constitute a fiduciary relationship, employment relationship, or an agency, partnership or trust; and
 - no party has authority to bind any other party.
- f. The failure of the College to enforce any provision of this agreement shall not be treated as a waiver of that provision, nor shall it affect the right of the College to subsequently enforce that provision.
- g. The agreement may be signed in any number of counterparts, including electronically. Each counterpart is deemed an original and all of which together constitute one agreement.
- h. This agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all previous negotiations, arrangements and agreements.
- i. This agreement is governed by the laws of South Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.
- j. If any part or whole of a clause of this agreement is illegal or unenforceable, it will be severed from this agreement and it will not affect the enforceability or validity of the remaining clauses of this agreement.