



Alstonville High School

CAWLEY CLOSE, ALSTONVILLE NSW 2477

PHONE (02) 6628 5222 FAX (02) 6628 1223

Use of School Facilities: Application and Agreement

(See Reverse for Conditions)

(To be completed by applicants and returned to the school to confirm booking)

Clause 1 – Facility Required (Please tick)

Facility	Tick	Facility	Tick	Facility	Tick
Multi Purpose Hall		Computer Room		Dark Room - Photography	
Public Address System		Home Ec. Kitchens		Playing Fields	
Classroom/Common Room		Tiered Learning Centre		Canteen	
		Drama Shed with mirrors			

Canteen Equipment:

- Urn Upright refrigerator Pie Warmer
 Hot Plate Stockpot

(Hirers must supply crockery, cutlery and other utensils)

A Bond of \$100.00 for hire of our facilities is payable in advance when determined by the Principal. This deposit is fully refundable unless costs are deducted to cover such matters as:

- ❖ unexpected cleaning fees
- ❖ loss of keys or replacement locks
- ❖ damage to facilities or loss of equipment

Clause 2 – Usage (Please tick)

a) Regular

b) Irregular

Comprehensive Insurance for Public Liability Cover: Insurance Company Name: _____

Copy attached:

Clause 3 – Days and Times Requested (Maximum of 12 months advanced booking)

Day/s _____

Times _____

Clause 4 – Main activity planned

Clause 5 – Special Requirements

Clause 6 – Contact Person

Name: _____

Address: (Postal) _____

Telephone: _____

Note: i) Other school facility usages are determined by the Principal.



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Conditions of Hire of School Facilities by Community Users

The following are a summary of the normal terms and conditions of hire of facilities at Alstonville High School and apply to bookings as detailed below:

The hirer shall:

1. complete a formal Agreement Form;
2. be responsible for the security of the building throughout the hiring period and pay for security calls caused by usage;
3. leave the building and its entire surrounds in a clean and tidy condition on departure;
4. be responsible for all setting up prior to the function and all packing away after the function;
5. return all equipment to its allocated storage area;
6. be responsible for repair or replacement of any damage caused to the building, its fixtures and/or equipment;
7. return all keys and pay all hire charges promptly;
8. accept that full payment is due for any time the facility is booked and not used UNLESS the school is given 36 hours notification of a cancellation.

The Community user will:

1. not use premises or equipment other than stated in Clause 1;
2. not use the premises at any other time and day other than stated in Clause 3 unless agreed in writing between the community user and the principal and noted hereunder;
3. not use the premises on any public holiday or during school vacations without the written consent of the principal;
4. ensure that all users who enter and exit the school grounds under this Agreement do so as directed by the principal;
5. not interfere in any way with the operation of the school or with records, materials or equipment of the school, staff or pupils and in particular not to use any machinery or equipment other than any equipment specified in Clause 1 and will not remove any equipment from the school premises;
6. not make any structural alterations to the school premises including the attachment of nails, screws or any other fastenings to walls or fittings without the permission of the principal;
7. ensure that after each use all furniture is replaced in its original position unless otherwise specified by the principal;
8. ensure that all persons allowed on the premises or permitted by the community user to use equipment shall properly conduct themselves and ensure that any person forbidden by the principal to use the premises or equipment does not do so;
9. ensure that any children allowed to enter under this Agreement are properly supervised at all times and only use the premises specified in Clause 1;
10. ensure that smoking does not occur;
11. ensure that no game of chance or gambling is carried out on the premises, unless an appropriate authority or licence has been obtained from the Chief Secretary's Department or other regulatory body;
12. not engage in any activity which breaches the Copyright Act;
13. notify the principal immediately in writing of any accident to any person while on the school premises under this Agreement and provide such statements from witnesses and the person/s injured as the principal or the Department of School Education's Legal Services Directorate may require;
14. leave the premises and any toilets or other parts of the school buildings and all entrance and exit routes in a clean and tidy condition after each use or arrange and pay for the cleaning of the premises;
15. make full restitution for any damages to equipment or premises as may in the principal's opinion be necessary;
16. allow the principal or the principal's nominee to enter the premises at any time for the purpose of inspecting the premises or equipment;
17. vacate the premises on or before the authorised time each day of use and ensure that the premises are locked and secured at the end of each use;
18. not continue to use the premises beyond the expiration of the term of this Agreement and reapply if continued use is required;
19. obey any reasonable request by the principal concerning the use of the premises and equipment as stated below.

Payment Conditions

1. ALL bookings require a CONTINGENCY DEPOSIT of \$100 to cover damage or cleaning costs. This is refundable when the agreement expires and the keys are returned.
2. Due Date:

Regular Users	Irregular Users	Local Non-Profit Organisation
Within 14 days of invoice <i>(or an interest charge may be necessary) *</i>	50% at time of booking Balance 14 days prior to use *	50% at time of booking Balance 14 days prior to use *

* Unless negotiated otherwise with School Administrative Manager.

Special Conditions

The hirer agrees to occupy and use the premises at the risk of the hirer and hereby releases to the full extent permitted by law Alstonville High School and its agents, servants, contractors and employees from all claims and demands of every kind resulting from any accident, damage, loss or injury occurring to person and property.

Please complete all sections of this form, sign, date and return the form with the deposit required promptly so that your booking may be confirmed.

In signing this application form, I undertake to be responsible for rental and other charges as required by the school and for payment of any other charges arising out of my engagement and to effect Public Risk Insurance Cover in accordance with the rules and conditions applying to use of the Alstonville High School facility, which I agree shall apply to and form the basis of this application.

Signature: _____
(Hirer)

Date: _____

Signature: _____
(Principal)

Date: _____



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HIRE OF FACILITIES

(Tick those facilities to be hired)

All prices include GST

Community Group:			
Facility	Tick	Regular User	Irregular User
		\$	\$

Home Ec. Kitchens		\$15 per hour	\$25 per hour
Canteen		\$15 per hour	\$25 per hour
PA System		\$11 per booking	\$11 per booking

Hall		\$15 per hour \$300 per weekend (7.30am - 10.30pm) or by negotiation	\$25.00 per hour \$400 per weekend (7.30am - 10.30pm) or by negotiation
Hall Sound System		\$5.50 per booking	\$5.50 per booking
Hall lights		\$5.50 per booking	\$5.50 per booking
With access to canteen		\$22.00 per day	\$22.00 per day
Undercover area outside		N/A	\$11 when under lights, no charge at other times

Tiered Learning Centre Indoors		\$15 per hour	\$20 per hour
Tiered Learning Centre Outdoors		\$3.50 per hour	3.50 per hour

Classrooms		\$5.50 per hour	\$5.50 per hour
Computer Rooms		\$15.00 per hour	\$25.00 per hour
Football Field		\$3.50 per hour	\$3.50 per hour
Basketball Games Court		\$3.50 per hour	\$3.50 per hour
PJ Oval small		\$3.50 per hour	\$3.50 per hour
Conference Room		\$15.00 per hour	\$25.00 per hour
Drama Shed		\$12.00 per hour	\$15.00 per hour

- Hours of usage are to be calculated from when the room/facility is opened, to when the room/facility is closed.
- No refunds given for less than requested usage.
- Hire rates for all facilities to be reviewed yearly.



Alstonville High School

THIS AGREEMENT is made on _____ (Day/Month/Year)

BETWEEN _____ (Name of Principal)

for and on behalf of THE STATE OF NEW SOUTH WALES ("the State")

AND _____ (Name of User)
("Community user")

Definitions:

1. In this Agreement:
"Premises" refers to _____
(write full description of space to be used)

"Equipment" refers to _____
(write full description of equipment needed by the user,
if no equipment is needed, write NIL EQUIPMENT)

"School" refers to Alstonville High School

Authority to Use:

2. The state grants to the community user, licence and authority to use the premises and equipment for

(write accurate description of activity)

and for no other purpose. This authority is not transferable.

Duration of Use:

3. This Agreement shall commence on _____ (date of commencement)
and terminate on _____ (date of termination).

The premises and equipment will be used by the community user (write times and days and hours on which premises and equipment are to be used).

Fees

4. The community user shall pay to the school _____ to cover the use of the premises and equipment for the duration of this Agreement. Payment will be made in the following way:

Indemnity

- 5. The community user must be covered by a broadform contractual third party liability policy that indemnifies the State against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of:
 - any personal injury occurring on the premises or on school grounds used to enter or leave the premises, or
 - damage to the equipment or any other property of the State of any other person or corporate body, arising directly or indirectly from the use of the premises or equipment by the community user.

Insurance

(Strike out (i) or (ii), whichever is not applicable)

- 6. i. The school has taken out the Community Use Insurance cover arranged by the Department of School Education *or*
- ii. The community user has taken out and shall maintain broadform contractual third party liability insurance coverage of at least \$10 million with the State of New South Wales as an additional named insured and subject to a cross liability clause, with a company approved by the State (complete all details below):

Name of Insurer:	
Policy Number:	
Date of Expiry:	

Re: Clauses 5 & 6

- The necessary indemnity required in Clause 5 is provided by either Clause 6(i) or Clause 6(ii)
- The school provides Community Use Insurance as a matter of policy
- Where vigorous or commercial activity is involved the user must take out insurance as per Clause 6(ii).

- 7. Community user has taken out and shall maintain workers’ compensation insurance coverage with a licensed insurer under the Workers Compensation Act 1987, in respect of any employees of the community user who are employed in connection with the use of the premises and equipment.

Termination

- 8. At any time the State has the right to suspend or terminate this Agreement in the event of:
 - an emergency where areas used by the community group are urgently needed to house students or provide accommodation during disaster periods,
 - a federal, state or local election or referendum.

Should there be no default by the community user at the date of suspension or termination, any fees paid for the period of the suspension or for a period beyond the termination will be refunded.

At any time the principal has the right to terminate this Agreement or refuse future use if there has been a significant breach or repeated breaches or the agreed conditions attached hereunder. In the case of termination the principal must give one week’s notice in writing.

The community user may terminate this Agreement at any time by giving one week’s notice in writing. Should there be no default by the community user at the date of termination any fees paid for a period beyond the termination will be refunded.

Signed:

(Principal)

(Witness)

(Community User)

(Witness)

Explanatory Notes

'Community Use of School Facilities – Policy Statement and Implementation Procedures (NSW Dept Of Education 1994)'

The following statements appear in the above document:

- Page 1. Schools are a community resource.
Schools are encouraged to make their facilities available to community groups and organisations.
- Page 2. School educational programs must have absolute priority for the use of school facilities and equipment during school hours.
- Page 3. School Councils and Parent bodies do not require a Community Use Agreement (or cost).
Community Use Insurance Cover arranged through Dept. (it is) or the user.
- Page 4. Charges to be applied – free use – operational costs (only), market rates.
Schools have discretionary power to apply a lesser charge, exempt from charge or accept a donation in lieu.
- Page 5. Cleaning must not incur any extra expense to the school or department . . . must be arranged and paid for by the user.