

BAYSWATER NORTH PRIMARY SCHOOL

CONDITION OF HIRE FOR THE BAYSWATER NORTH PRIMARY SCHOOL GYM

1. BOOKING PROCEDURE

- 1.1. All applications to be in writing on an application form addressed to
School Council
Bayswater North Primary
Stuart Street
Bayswater North 3153
- 1.2. All applicants for the hire of the Gym shall agree to abide by the conditions of hire as specified on the conditions of hire.
- 1.3. Applicants can view the Gym by making suitable arrangements with the Principal.
- 1.4. All bookings to be approved by School Council.
- 1.5. The application form shall be signed by a responsible adult (hereinafter termed the Hirer) who shall if the application is granted be in attendance throughout the period/s of hire. In the event that the hirer is unable to be in attendance at all times during the period/s of hire, the Hirer shall prior to hiring advise School Council or Principal, the name of the hirer's nominee who is the responsible during the period/s of hire. This person is also to be a responsible adult.
- 1.6. The Hirer shall sign an agreement undertaking to comply with all conditions of hire herein set out and provide proof of identification.

2. RIGHT TO REFUSE TO LET

School council reserves the right to refuse any application to hire.

3. CANCELLATION OF BOOKING

- 3.1. Any Cancellation of the hire of the Gym shall be made within 10 working days prior to the event otherwise a \$20 cancellation fee will be retained by Bayswater North Primary School Council.
- 3.2. In the event of a breach of any of the conditions of hire the School Council may cancel the hire forthwith, and the Hirer or nominee shall vacate the school premises immediately. All monies and deposits are forfeited in such an event.
- 3.3. One month's notice in writing shall be required of either party for any cancellation of hire or variation of term of hire for permanent bookings, except where 3.2 shall be deemed necessary to prevail over this section.
- 3.4. All monies and deposits will be refunded for cancellation notified in accordance with 3.3 and bond conditions.

4. TYPES OF FUNCTIONS

4.1. The following types of function will be approved

- a) floor Activities – e.g. gymnastics, callisthenics, martial arts, dance
- b) Ball Games – e.g. volleyball, basketball
- c) Meetings – e.g. service groups
- d) social Functions

4.2. Other types of activities will be considered on their individual merits.

5. FEE STRUCTURE

5.1. Gym (all fees include GST)

\$350 per booking (casual) Friday, Saturday evenings (includes GST)

\$100 per booking (kindergartens / schools) (includes GST)

Hourly Rates

Casual – Monday to Friday afternoon / evening \$40 per hour (includes GST)

Casual – Saturday and Sunday morning / afternoon \$45 per hour (includes GST)

Permanent – Monday to Friday afternoon / evening \$30 per hour (includes GST)

Permanent – Saturday and Sunday morning / afternoon \$32.50 per hour (includes GST)

5.2. Bond

5.3. \$200.00 cash for all hires

5.4. Regular hirers are billed at the beginning of each school term and the amount of the hire to be paid within 7 days.

5.5. School Council

5.6. The School Council reserves the right to alter fees and the conditions of hire and payment at any time.

6. BOND

The requested bond must be paid at least 10 working days before the date of the function. This bond becomes security against damage to the building or any fitting or furniture contained therein and for any abnormal / extra cleaning of the portion of the buildings used by the hirer. This bond is payable on approval of the booking.

The hirer shall be responsible for any damage and is liable on demand by the School council to pay any further amount in excess of such bond to meet the full cost of such damage and / or additional cleaning. Should the conditions of hiring not be fulfilled by the hirer, the bond shall be forfeited and become the property of the Bayswater North Primary School School Council. If there is no damage to the building or any fittings or furniture therein, or no abnormal cleaning to be done (of which School Council / Principal shall be sole judge), the bond will be returned.

7. VARIATION OF HIRE CONDITIONS

7.1. The hirer shall not vary from nor add to the nature or purpose of the activity as stated in the application without the prior written approval of the School Council.

7.2. The School Council shall vary hiring conditions at any time, provided that 30days notice is given to hirers where bookings are already made.

8. INSURANCE

The Hirer shall be aware that the school holds no Insurance cover for the use of its Gym. It is the responsibility of the Hirer to obtain public risk cover from a reputable insurer with a minimum 10 million cover in respect of the use of the Gym and shall deliver a copy of such public risk cover to the School Council on request. The Hirer shall be responsible for insuring their own equipment and any other property used in the Gym.

9. FLOOR PROTECTION

The Hirer shall ensure that the floor of the Gym is not marked, damaged or stained. Wearing of appropriate footwear is the responsibility of the Hirer. No high heels are permitted. Wearing of white soled non marking shoes is required. No substances, such as dance wax shall be spread on the floor.

10. DAMAGE

10.1. The floors, walls, or any part of the building or any fitting or equipment shall not be broken, pierced by nails or screws or in any other way damaged. No notices, signs, advertisements or scenery or fittings of any kind shall be erected in the building or attached to or affixed to the walls, ceilings, doors or any other portion of the buildings, fittings or furniture without the prior consent of the School Council.

10.2. If any damage occurs to the building, its content or the surrounding school buildings or grounds or equipment or amenities or services because of a deliberate act or negligence on the part of the hirer or those for whom he has accepted responsibility, the School Council assessment of the damage shall be taken as final. Such assessments shall be at the current cost of replacement or repair and shall be charged to the hirer.

10.3. Any damage, where known, whether prior to the commencement of, during or after a session of hire, shall be reported to the principal as soon as possible.

11. DISORDERLY BEHAVIOUR

The Hirer or nominee, shall be responsible for the conduct of persons under their care using the buildings and school grounds during the period/s of hire, and shall be responsible for the removal from the building and school grounds of any such persons breaking the conditions of hire.

12. ALCOHOL

The Hirer shall not allow intoxicating liquor to be brought onto or consumed within the school property.

13. GAMBLING

The Hirer shall not allow gambling.

14. HIRER'S EQUIPMENT

14.1. Prior approval shall be sought for any equipment or furniture brought into the Gym.

14.2. No equipment shall be stored in the Gym without the prior written approval of the Principal.

14.3. The Hirer shall be responsible for any loss, damage to or of, any equipment, furniture, or other article of any person, firm or corporation supplying such item to the Hirer.

15. DECORATIONS

The Hirer shall not attach anything to the building unless application is made to the School Council.

16. FORBIDDEN

16.1. Animals are not permitted in the Gym, guide dogs excepted.

16.2. Naked flames are not permitted in the Gym or within School grounds.

16.3. No Wheeled toys/vehicles are permitted in the Gym, e.g. skateboards, scooters, rollerblades.

17. ADVERTISING

It the function or activity is advertised to the public the Hirer shall make it clear that the Hirer and not Bayswater North Primary School is responsible for the function.

18. NOISE

18.1. The Hirer shall not allow excessive or disorderly behaviour at any time whilst using or in the vicinity of the GYM.

18.2. Guests, or those attending classes, shall be asked by the Hirer to refrain from making noise on their departure and in the carpark.

19. EMERGENCY TELEPHONE

Access to a telephone is to be made available by the Hirer e.g. Mobile Phone

20. SECURITY

20.1. The School Council shall determine the process for entry to the GYM.

20.2. Agreed times of entry and departure must be strictly adhered to.

20.3. A key for the security system, toilets shall be collected during school hours from the office prior to the event or arrangements made with the Principal.

20.4. The Hirer must activate the alarm system prior to departing in accordance with instructions.

20.5. The Department of Education levies a fee of \$120 for all false alarm calls attended by security staff. False alarms are the responsibility of the hirer.

21. PARKING

Parking is only permitted in the school's regular carpark off Stuart Street. Vehicles are not permitted in any other areas of the school ground e.g. ovals, grass areas, asphalt. The school Council does not accept responsibility for any loss from or damage to cars parked on the property.

22. ACCESS

The principal or other persons acting on behalf of the School Council has the right of access to the Gym at all times.

23. SMOKING

Smoking is not permitted on the school premises.

24. DISPUTES

the Principal / School Council has the authority to interpret these conditions of hire. In the event of any dispute over their interpretation or any other matter pertaining to the Gym the decision of the School Council shall be final.

25. LIABILITY

25.1. The Principal, the Business Manager, School Council or any other person acting on their behalf shall not be liable for any loss, damage or legal liability incurred by the Hirer.

25.2. The Hirer shall be responsible for taking out appropriate Public Risk Liability Insurance prior to the hire period /s for the duration of the hire period/s.

25.3. The Hirer shall be responsible for Work Cover for all workers, both voluntary and paid, engaged for the duration of hire period/s.

25.4. If subsequent accident, damage or injury arises after the period of hire but is due to negligence of damage by or fault of the Hirer, or arising from the use of the Gym, the Hirer shall be liable for any such claims.

26. REGULATIONS/LAW

The Hirer shall conform to all requirements of all Acts of Parliament, both State and Federal and Municipal By-Laws in relation to the hiring of the Gym and the activities to be conducted therein, and shall be liable for any breach of such requirement of law.

27. HOURS

In consideration of local residents, the use of the Gym shall cease no later than 11.00pm on all nights except Friday and Saturdays, when the use may be extended to midnight.

28. LIMIT OF HIRING

28.1. The Hirer shall be entitled to use only the particular part/s of the Gym and not necessarily any equipment there or in the ancillary services or facilities. (Note that heaters/lights may be used during the period but the hirer will be charged for the running costs for any time these are left on beyond the hire period) the use of any equipment is subject to negotiation in which case the Hirer shall be required to provide operators for any equipment hired or used.

28.2. The Hirer shall restrict the use of the Gym to the times stated on the application and shall vacate the premises within the specified times.

29. CLEANING UP

29.1. THE HIRER SHALL MAINTAIN AND PRESERVE GOOD ORDER IN THE Gym and it's approaches throughout the duration of the hiring. At the conclusion of the hiring the Hirer shall leave all parts of the Gym and toilets in a clean and tidy state.

29.2. The Hirer shall clean the floors to the satisfaction of the Principal / School Council at the conclusion of each session. E.g. dry mop or sweep for dust only after light use or mop and bucket for heavy soiling.

29.3. The Hirer shall be responsible for removing from Gym and the school property all rubbish from the function. No other rubbish is to be placed in the bins.

29.4. The Hirer shall be charged for any necessary extra cleaning at the current contract rate. A minimum of \$100 will be charged if the place needs to be cleaned for next use.

CLEANING LIST

Following a function the buildings and surrounds must be left clean, as before use, this means that the floors must be cleaned and mopped and toilets, entrances and furniture be clean. All rubbish and extra equipment must also be removed from the building.

The following is a list of tasks to be completed after a function.

1. Prompt removal of all valuable equipment used.
2. Sweeping of floors and mopping where necessary.
3. Tidying of entrance ways and surrounding areas.
4. Cleaning toilets.
5. Removal and disposal of all rubbish.
6. Security check of doors before leaving.

These items need to be carried out immediately after a morning/after session. Arrangements may be made for the Gym to be cleaned by 8.00am the following morning from an evening function, this will be dependent on that days booking so prior arrangement needs to be confirmed. Where a person or group hiring the Gym prefers not to undertake the cleaning of the Gym the services of a professional cleaner are available for a fee of \$100.00 Adequate prior notice must be given to School Council if this is desired.