

Terms and Conditions

For Community Use of School Facilities

1. Obligations on Hirer in respect of Facilities

1.1 The Hirer Must:

- 1.1.1 only use the Facilities for the Hire Purpose and must not use the Facilities for any other purpose without the Director of Business Operations or nominated responsible person's prior written consent
- 1.1.2 ensure that proper care is taken of the Facilities during the Hirer's use
- 1.1.3 comply, and ensure that its servants, agents or invitees comply, with all of the Director of Business Operations's or nominated responsible person's directions (whether written or verbal) in respect of the Hirer's use of the Facilities
- 1.1.4 immediately after completing its use of the Facilities on each occasion ensure that the Facilities are left in the condition that they were in at the commencement of the Hirer's use, including by:
 - (a) returning any furniture and equipment moved during the use of the Facilities to the position they were in prior to the Hirer's use
 - (b) ensuring that the Facilities are left in a clean and tidy condition
- 1.1.5 before vacating the Facilities lock store rooms and switch off the Facilities' power and lights, and ensure area is secure
- 1.1.6 at its expense promptly report any damage caused to the Facilities or other property as a result of or in any way connected with the Hirer's use of the Facilities, where caused by the Hirer, or its servants, agents or invitees
- 1.1.7 The Hirer shall provide an estimate of the maximum number of people attending the Facility and shall not exceed this number unless otherwise approved
- 1.1.8 All Hirer items must be removed from the Campus at the end of each individual Hire Period, including reoccurring Hire Periods that are not consecutive. Any complaints, incident or damage during a Hire Period must be reported to the College and, where applicable, accompanied by photographic evidence.

1.2 The Hirer must not do or permit to be done in or about the Facilities anything:

- 1.2.1 which is illegal
- 1.2.2 which causes or may cause noise pollution
- 1.2.3 which in the reasonable opinion of Concordia College Inc.
 - (a) is or is likely to become a nuisance to neighbours or annoyance to or in any way interfere with the quiet and comfort of other users of the Facilities or neighbours
 - (b) in any way increases the risk of damage to the Facilities
- 1.2.4 The following activities are prohibited on, in and around the College:
 - (a) Obstruction or interference with any College fire or emergency equipment including blocking emergency exit doors and use of fire hoses (unless in the case of an emergency)
 - (b) The use of any item of electrically powered device/equipment that is not displaying a valid electrical safety tag
 - (c) Fixing of nails, screws, adhesive tape or other fittings to any building or structure
 - (d) Alterations to electrical, gas or plumbing installations and fixtures
 - (e) Use of confetti, glitter or similar as well as balloons of any kind
 - (f) The use of smoke, fog, mist or haze machines (Significant call out fees will apply if smoke alarms are activated)
 - (g) Discharge of fireworks, firecrackers or similar
 - (h) Unauthorised lighting of fires

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1.2.5 Any activity deemed high risk by the College

1.2.6 Activities that may contradict or oppose the values and beliefs exercised by the College

1.2.7 Activities requiring approval:

- + Erecting any temporary structure (e.g. staging, marquee, sunshade, portable toilet, etc).
- + The sale or provision of food or beverages either by the Hirer or a third party
- + Use of a portable barbecue or other cooking or heating equipment
- + Use of flammable material, liquid or type of fuel of any nature (e.g. LPG)
- + Use of candles

(b) The presence of any animals within a Facility or on the College grounds, including petting zoos

(c) Engaging third party contractors to conduct work onsite including, but not limited to:

- + Amusement (rides & games)
- + Hire Equipment & Structures
- + Audio Visual Technicians
- + Entertainment & Entertainers

(d) Display of any sign, banner or notice for the purpose of advertising

(e) Asking for or receiving or indicating that the Hirer desires a donation of money or any other thing

(f) The operation of College sound and lighting systems by suitably experienced and/or qualified persons

(g) Wearing of roller skates/blades, use of skateboards, cycles, scooters or other such devices of movement

(h) Sale of alcohol for one-off functions

(i) Accommodating any ball games or similar activities in a facility not designed or expected to be used for such activities

(j) Access of any vehicle, plant, equipment or machinery (e.g. scissor lift) within a facility, on grassed areas or on any oval

(k) Exemptions for these activities will be at the discretion of the College and, if granted, will be confirmed in writing. Additional information and documentation may be requested and is to be provided by the Hirer prior to approval being given.

1.3 The Hirer must not smoke or vape or permit smoking in the Facilities or anywhere on the College site

1.3.1 The College campus in its entirety is a smoke-free zone

1.3.2 Many buildings and toilets are fitted with vape detector devices

2. Child Safety

2.1 Additional Definitions

2.1.1 **Child Safety Act** means the Children and Young People (Safety) Act 2017 (SA):

2.1.2 **Hire Personnel** means in relation to the Hirer the following persons insofar as they are involved in the Relevant Activity:

- (a) itself (where it is an individual);
- (b) all its directors, officers, employees, agents, volunteers and invitees;

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(c) all its contractors (where they are individuals); and

(d) all directors, officers, employees, agents, volunteers and invitees of its contractors.

2.1.3 **Prescribed Position** has the meaning given in the Prohibited Persons Act;

2.1.4 **Prohibited Persons** has the meaning given in the Prohibited Persons Act;

2.1.5 **Prohibited Persons Act** means the Child Safety (Prohibited Persons) Act 2016 (SA);

2.1.6 **Prohibition Notice** has the meaning given in the Prohibited Persons Act;

2.1.7 **Relevant Activity** means the Hire Purpose as specified in this Agreement, and otherwise the provision of goods, services or other activities at or in relation to Concordia College Inc..

2.2 Fundamental Term

Despite any other clause, the parties acknowledge that the rights and obligations under this clause are fundamental to this Agreement.

2.3 No Prohibited Persons

2.3.1 The Hirer must not permit or allow, and must procure that its contractors do not permit or allow, any Hirer Personnel who is a Prohibited Person to;

(a) be involved in the Relevant Activity; or

(b) otherwise be present at any of Concordia College Inc. sites

2.3.2 Unless such notification causes the Hirer to be in breach of the Prohibited Persons Act the Hirer must promptly notify the Director of Business Operations or nominated responsible person if it becomes aware that any Hirer Personnel who is or has been present at Concordia College Sites:

(a) is a Prohibited Person; or

(b) is the subject of any allegations, arrest, charges or conviction for:

- + a sexual offence or an offence of indecency;
- + any offence of violence or deprivation of liberty;
- + any offence involving child pornography or child exploitation;
- + any other major indicatable offence; or
- + a conspiracy to commit, or attempt to commit, an offence referred to in any of the proceeding paragraphs.

2.3.3 The Hirer must:

(a) immediately procure the ongoing exclusion from Concordia College Inc. Sites of any Hirer Personnel if they are found to be a Prohibited Person;

(b) immediately suspend access to Concordia College Inc. Sites of any Hirer Personnel if they are the subject of any allegations, arrest, charge or conviction for an offence as set out in clause 2.3.2 (b) (whilst not being the subject of a Prohibition Notice), until such time as:

- + the Hirer Personnel is found to be a Prohibited Person, in which case clause 2.3.1 will apply; or
- + Concordia College Inc. in writing advises that the suspension of access is being revoked, such that the Hirer Personnel may return to Concordia College Inc. Sites.

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2.4 Imposing Obligations on Hirer Personnel

The Hirer must ensure that:

- 2.4.1 Hirer Personnel are aware of and act in a manner consistent with the Hirer's obligations under this clause 2 at all times;
- 2.4.2 Hirer Personnel (not being the Hirer) immediately inform the Hirer if the Hirer Personnel is the subject of any allegations, arrest, charge or conviction for an offence as set out in clause 2.3.2 (b); and
- 2.4.3 Hirer Personnel (not being the Hirer) immediately inform the Hirer if the Hirer Personnel is or becomes a Prohibited Person.

2.5 Child Safe Environment

In addition to all other obligations under this Agreement, where the Hirer is an organisation to which section 114 of the Child Safety Act applies, the Hirer must:

- 2.5.1 have in place appropriate policies and procedures to ensure that, as required by the Child Safety Act:
 - + safe environments for children and young people are established and maintained; and
 - + appropriate reports of child abuse and neglect are made.

2.6 Compliance with Child Safety Practices and Procedures

The Hirer must at all times comply with any practices, policies and procedures in relation to child safe environments notified in writing by the Principal/Director, including the [Child Safe Policy](#)

2.7 Effect of Non-Compliance

If the Hirer does not strictly, fully and immediately comply with any or all of its obligations under clause 2.3, then such failure to comply will constitute a fundamental breach of the Agreement entitling Concordia College to terminate the Agreement immediately upon giving notice in writing to Hirer.

3. Insurance

3.1 Select the applicable option;

The Hirer must at its expense effect and maintain throughout the Term a public risk insurance policy with a reputable insurer in the name of the Hirer in respect of the Hirer's use of the Facilities to the extent of at least \$20M for any one claim.

- 3.1.1 The Hirer is to supply a valid a "Certificate of Currency" (CoC) to the College which covers the Hire Period prior to the commencement of the hire.
- 3.1.2 Any third-party contractors engaged by the Hirer must have and provide a valid CoC to the College prior to the Hire Period. The contractor/service provider may also be required to submit additional documentation such as licences and permits at the request of the College.
- 3.1.3 The Hirer will not undertake or permit any activity which may void or otherwise vitiate the insurance policy held by the Hirer or that of the College. The College takes no responsibility for any loss, damage or theft of anything owned, on loan or hired to the Hirer.

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4. Compliance with Laws/Consents and Approvals

4.1 The Hirer must at its expense:

- 4.1.1 comply, and ensure compliance by any of its servants and invitees, with all Acts of Parliament of the Commonwealth of Australia and of the State of South Australia, and the requirements of all ordinances, regulations, by-law, orders and proclamations, which may affect the use or occupation of the Facilities by the Hirer
- 4.1.2 obtain and maintain throughout the Term all approvals, licences, exemptions, permits and consents required to enable it to use the Facilities for the Hire Purpose.

5. Accidents

- 5.1 The Hirer must as soon as practicable give written notice to the Director of Business Operations or nominated responsible person at Concordia College Inc. of any injury or incident occurring while using the College facilities or in any way connected with the Hire Purpose of the Hirer's use of the College premises that result in medical treatment
- 5.2 The notice must include details of the date, time, place and circumstance of the injury or incident and the names and addresses of any person(s) injured and the names and addresses of any person(s) witnessing the incident. The Director of Business Operations or nominated responsible person must ensure that notice is effected by logging the incident in to Concordia College Incident Reporting within 12 hours of receiving the notice with the Risk and Operations Manager.

6. Special Conditions

The Hirer must observe the following extra conditions:

6.1 Hire Period

- 6.1.1 The Hire Agreement only provides for use of the nominated Facility within the Hire Period stipulated in the Booking Confirmation
- 6.1.2 The Hire Period must include set up, pack down and cleaning time
- 6.1.3 If a Hirer fails to evacuate the Facility by the end of their Hire Period additional charges will apply.

6.2 Behaviour - Hirer Conduct

- 6.2.1 The Hirer must promptly report to the College, any incident or complaint not limited to, an emergency, injury, damage, food poisoning, criminal activity, security breaches, interactions with the College's neighbours or any situation occurring on College premises.

6.3 Behaviour - Noise

- 6.3.1 The College is in a residential area, Hirers must ensure that they minimise noise and disturbance that may impact the neighbours
- 6.3.2 The Hirer must ensure that the noise level of attendees whilst on the Campus as well as when they enter and leave is acceptable to Campus neighbours. Should a Hirer receive a complaint they must notify the College. There is to be no loitering in the carpark area after the use of the facilities.

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6.4 Behaviour - Cleaning

- 6.4.1 The Hire Fee includes an allowance for basic cleaning, but it is expected that the Hirer will remove all rubbish, debris, decorations, foodstuffs, drink containers and other waste, from inside the facility to external bins provided, prior to the conclusion of the Hire Period
- 6.4.2 The Hirer is required to attend to any soiled surfaces (tables, chairs, floors) and ensure the space is returned to its prior hire condition
- 6.4.3 If the Facility is found to require additional post-event cleaning and such cleaning is undertaken by the College, the cost incurred shall be payable by the Hirer.

6.5 Key/Fob and Alarm

- 6.5.1 The Hirer will be provided with a key/fob from Property Services
- 6.5.2 Hirers who cease their regular bookings must return key/fob within 2 business days of the last Hire Period or notification to the College
- 6.5.3 Where the Hirer loses or fails to return a key/fob the cost of replacement key/fob will be borne by the Hirer. Loss of a key/fob will cost the Hirer \$200 to replace
- 6.5.4 The Hirer is responsible for ensuring the Facilities' alarm is armed at the end of their Hire Period
- 6.5.5 Should a College Representative or security personnel be required to attend the College as the result of alarm activation during the Hirer's Hire Period the cost will be borne by the Hirer, minimum call out \$180.00.

6.6 Parking and Gates

- 6.6.1 Parking is only allowed in designated parking zones. No vehicles are to be parked or driven on paved or grassed areas around the College without prior approval. Only those people with disabled parking permits shall park in those designated parks
- 6.6.2 Parking is provided free to all attendees. It may not be a source of revenue or charged by the Hirer.

6.7 Safety

- 6.7.1 The safety of all persons on the College Campus and those utilising a Facility is a priority for the College
- 6.7.2 The Hirer is responsible for first aid for themselves and their attendees. This includes provision of first aid kits and equipment
 - (a) The Hirer and persons associated with the Hirer shall at all times observe directions of College Representatives or their agents and comply with instructions given. They shall also comply without hesitation with the instruction of emergency services personnel who have attended the College grounds for any reason
 - (b) The Hirer must remind patrons that children, under 18 years, must be under adult supervision AT ALL TIMES
 - (c) The Hirer must ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations
 - (d) All electrical items are to be tested and tagged prior to bringing to the College
 - (e) Any structure approved by the College for use must be installed and secured in accordance with the manufacturer's safety standards

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6.8 Emergency Procedures

- 6.8.1 Should the Hirer need to call an emergency service (000) or for SAPOL attendance (131 444) they must notify the College on 8272 0444 as soon as practicable after
- 6.8.2 The Hirer is responsible for bearing all costs associated with emergency service callouts within the Hirer's Hire Period
- 6.8.3 Emergency evacuation procedures must be downloaded and printed by the Hirer. The Hirer must read, understand, and comply with these procedures and must ensure that this information is readily available to all attendees during the Hire Period
- 6.8.4 Emergency exit doors, zones marked 'keep clear' and corridors are to remain clear of obstruction at all times. The Hirer must not obstruct or interfere with any College fire or emergency equipment including blocking emergency exit doors and use of fire hoses (unless in the case of an emergency).

6.9 Heaters and Barbecues (upon approval)

- 6.9.1 No heaters or barbecues are permitted to be used inside Facilities and are required to be placed in a well-ventilated area, on level ground away from flammable surfaces
- 6.9.2 The operation of any such equipment must be by a competent adult with all gas bottles, hoses and regulators in good condition and in date.

6.10 Food, Beverage and Catering

The provision of food and/or beverages, whether for consumption or sale are Activities Requiring Approval from the College

6.10.1 Food and Catering

- (a) Any food and/or beverages brought into the College must comply with the Food Safety Standards and food handling requirements
- (b) Caterers engaged by a Hirer must hold a Food Business Number (provided by their local Council or government authority) with a copy of the certificate to be provided to the College

6.10.2 Alcohol (upon approval)

- (a) Consumption of or sale of alcohol on the College Campus is at the absolute discretion of the College
- (b) If a Hirer intends for alcohol to be served, they may be required to obtain, at their cost, a short term liquor licence from Consumer and Business Services via an online application and provide a copy to the College
- (c) The Hirer must comply with the requirements of the Liquor Licensing Act 1997, Responsible Service of Alcohol Guidelines as well as any specific requirements of the licence granted including security
- (d) Persons who, in the judgement of the College staff, appear or can reasonably be assumed to be, intoxicated or under the influence of drugs, will be asked to leave the Campus.

6.11 Advertising

- 6.11.1 Written permission must be granted by the College for the distribution of promotional or advertising material pertaining to a Booking at the College. This includes use of College logo, name and address on signage, flyers, and promotional materials inside or outside the College Campus
- 6.11.2 An application to position signage within the College during the Hire Period must be submitted in writing for approval by the College.

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7. Risk

The Hirer uses the Facilities at its own risk in all things and releases to the full extent permitted by law Concordia College Inc. all of its officers, employees, agents and contractors, in the absence of any default or neglect on their part, from all claims, demands, actions, costs, losses, damages, expenses or liabilities arising either directly or indirectly from or in relation to the use of the Facilities by the Hirer or its employees, agents and invitees.

8. Indemnity

To the full extent permitted by law, the Hirer indemnifies and will keep indemnified, Concordia College Inc. and all its officers, employees, agents and contractors against any costs, losses, damages, expenses (including legal expenses), liabilities or other outgoings of whatever kind suffered or incurred by Concordia College Inc., either directly or indirectly from or in relation to the use of the Facilities by the Hirer or its employees, agents and invitees, except to the extent that such injury, death, damage or loss is occasioned by the neglect or default of Concordia College Inc.

9. Termination

- 9.1 This Agreement may be terminated by either party giving to the other party not less than three calendar months' notice
- 9.2 Any notice of termination must be signed by a person authorised by the party giving notice of termination and may be served personally or may be sent by prepaid post or by email to Concordia College Inc. to the Director of Business Operations or nominated responsible person at Concordia College Inc. or to the address of the Hirer as described in the Agreement or as subsequently notified to the Principal/Director in writing by the Hirer
- 9.3 This clause does not limit the right of either party to terminate this Agreement for breach of conditions by the other party.

10. Modification

Any modifications or variation of this Agreement must be in writing as signed by each party.

11. Disclaimer

The Hirer must include the following statement in its communications provided to users of the services or activities that it provides at the Facilities:

“This is not a Concordia College Inc. organised or sponsored activity and Concordia College Inc. accepts no responsibility or liability in relation to this activity. Concordia College Inc. accepts no responsibility or liability for services or activities organised or provided by: [insert Hirer's name].”