



MERCY COLLEGE MACKAY

LEASE AGREEMENT FOR HALL HIRE

Conditions for hire of School Hall and Hall Meeting Room Facilities

1. Applications for the use of facilities must be made in writing on the form supplied, and signed by an adult person attending the function who will be held responsible for adherence to these conditions.
2. The BOND must be deposited with the *booking officer*¹ at least 14 days before the booking or at the time you sign this agreement (whichever is the later).
3. The bond and *fee*² will be refunded in full provided that no damage is done to the hall and facilities and the surrounding property is left clean and tidy. Loss of keys may entail replacement of locks and this will be at the discretion of the booking officer and is at the liability of the Applicant.
4. The bond and fee will be refunded in full if you cancel the booking at least 14 days before the booking date.
5. If the applicant fails to pay the rental or any other payment due pursuant to this agreement or if the *School*³ suffers loss or damage because of any other breach of this agreement by the applicant, the School may apply the bond towards the rent or other payment or towards the loss and damage. In doing so, the School will not waive the applicant's breach and will not waive any other right of remedy arising from the breach.
6. The school may cancel the booking and end this agreement - if you do not pay the fee on time; or at any time if -
 - a) in our opinion the venue has become unfit or unsafe for use for the activity;
 - b) you do not keep to the conditions of this agreement;
 - c) a person who the school has refused entry to the premises enters it; or
 - d) a person who the school have directed to leave the premises fails to do so.
7. Approval of this agreement does not waive the booking officer's rights to terminate this agreement at any time prior to the commencement of the hiring period. If the agreement is terminated in accordance with this clause, the applicant agrees that they have no right to damages as a result of the termination.
8. The right to refuse to let the facilities is at the discretion of the booking officer, in which case all monies paid will be refunded.
9. Persons authorised by the booking officer shall, when authorised by the booking officer, be entitled to free access to designated areas of the building. Sales of any kind are not permitted without prior approval.
10. Sub-Letting of the facilities is never permitted.
11. The school makes no warranty or representation to the Applicant about the condition of the hall or facilities or their suitability for the Applicant's purpose. Further, the Applicant acknowledges that they have inspected the facilities and warrants that the facilities are suitable for the Applicant's purpose.
12. The Applicant will be responsible for any accident, loss, damage or injury suffered by any person using the facilities during the hiring period and any loss, damage or injury suffered by any person on the hired premises and its' surrounds. Further, the Applicant agrees to effect public Liability insurance or any other insurance that the School may reasonable require.
13. The Applicant shall be liable for and shall indemnify the school against any liability, loss or damage whatsoever to any property real or personal in so far as such injury, loss or damage arising during the hire period.
14. The Applicant agrees to effect a public liability insurance policy for an amount of no less than \$5 000 000 in respect of personal injury to or death of any person whomsoever and in respect of any injury, loss or damage whatsoever to any property real or personal including property belonging to the applicant or in which the applicant has an interest, where the injury, death, loss or damage occurs during the hiring period.
15. The Applicant shall obtain insurance or pay levies or similar charges as required by any legislation relating to compensation for injured workers. Where such legislation does not provide indemnity against claims for common law damages by workers, the Applicant agrees to insure against such common law liability in relation to all persons employed by the Applicant during the *hiring period*⁴.

16. The Applicant agrees that the insurances referred to in clauses 12 to 15 shall be effected so as to be in force as from the date the school makes the hall and facilities available to the Applicant and shall be maintained until the end of the hiring period. *(A copy of the insurance policy must be shown upon booking the hall)*
17. The Applicant will comply to health and safety regulations by ensuring that the applicant has no more than 612 people for an auditorium style or dance style function.
18. Approval for the consumption of alcohol may be withheld at the discretion of the booking officer.
19. Under no circumstances shall liquor be sold until approval from the booking officer has been obtained and the necessary liquor permit is sighted at the time of obtaining the hall key and payment of bond.
20. Normal liquor regulations apply. Alcohol is not to be served to guests under 18 years of age.
21. It is the responsibility of the Applicant to obtain any necessary permits from the relevant authorities as required for the planned activities. If entertainment is to be provided, it must be in keeping with the values and standards of the school. All programs must be submitted for approval in advance.
22. The Applicant is aware that the hall is in a residential area, and should ask persons attending the hall to refrain from any behaviour which could be reasonably construed as disturbing the neighbours or infringing on a person's property and/or rights.
23. Noise (music etc) must be contained within the requirements of the regulations administered by the Mackay City Council.

Additionally MUSIC MUST CEASE AT MIDNIGHT ON FRIDAYS & SATURDAYS, 10PM SUNDAYS AND 11PM FOR ALL OTHER DAYS.

24. SMOKING IS NOT PERMITTED WITHIN THE HALL OR ON THE SCHOOL GROUNDS.
25. If kitchen facilities are to be used all appliances must be left in a clean and tidy condition. No food or drink may be left in the Cool room and all bottles and rubbish must be removed from the premises and placed in the appropriate clearly marked bins. Please stack chairs in groups of 6 – 8 in order of colour and shape and return to the storeroom. Toilets must be cleaned and swept. **ALL** external doors must be locked. **DO NOT turn off the Cool Room.**
26. The Applicant will be responsible for securing all doors and windows of the hall after the function ends
27. Nothing is to be attached in any manner to the walls, floors, curtains or any part of the building or signs, scenery etc, erected without the written permission of the booking officer. Should any damage occur, the booking officer's assessment will be final.
28. The school accepts no responsibility for private property left at the school
29. The Applicant will notify us, in writing, of any accident or safety issue arising during the booking.
30. In case of any disputes arising, the decision of the school Principal will be final.

I / we agree to comply with all the conditions above.

Name _____

Date _____

*booking officer*¹ - person taking particulars at time of booking by Applicant *fee*² - money paid for hire of facilities

*School*³ - Mercy College Mackay *hiring period*⁴ - the hiring period commences on the start date inserted in the application form and terminates on the finish date set out in the application form