



# Monte Sant' Angelo Mercy College Ltd

## FACILITIES HIRE REQUEST

HIRER:		ABN:	
ADDRESS:			
			Postcode
Address & Name for invoices (if different):			
HIRING PURPOSE: (Title of Event)			
CONTACT NAME:		POSITION:	
PHONE / S:	FAX:	EMAIL:	
EVENT INFORMATION PHONE No. (if different to above)			
ATTENDANCE Participants:	Expected Spectators:	Officials:	Estimated Total:
✓	VENUE REQUIRED		✓
	McQuoin Centre Hall	McQuoin Centre Aquatic Complex	
	Mercy Hall	Drama/Lecture Theatre (S2)	
	Car Park(s) / Grounds	Other:	
HIRING PERIOD (dates)		TIMES REQUIRED	

**Please complete the Facilities Hire Request form and return to the  
Manager, Facilities and Resources, Monte Sant' Angelo Mercy College Ltd., P O Box 1064 North  
Sydney NSW 2059.**

(Information provided is for Monte Sant' Angelo Mercy College use only and will not be provided to other organisations or persons)

The Principal reserves the right to refuse the hire of the Facility for any purpose deemed to be contrary to the Mission and Values of the College.

The Hirer will and does hereby indemnify Monte Sant' Angelo Mercy College Ltd, its officers, servants and contractors from and against all actions, claims and demands of every kind for which the Monte Sant' Angelo Mercy College Ltd, its officers, servants, agents and contractors shall or may be legally liable in respect of or arising from any accident, loss, damage or injury to persons or property by reason of anything done or omitted to be done by the Hirer, its employees, agents, members, invitees and other persons under its control or responsibility, in connection with the usage of the Venue/s noted above and in connection with the Conditions for Hire of Facilities.

**I declare that I am authorised by the above organisation to hire the facilities specified for the purpose specified. I have read and understood the *Conditions for Hire of Facilities* and confirm that I accept them on behalf of the above organisation.**

HIRER'S SIGNATURE & DATE:  <div style="text-align: right;">...../...../.....</div>	VENUE APPROVAL (OFFICE USE ONLY) SIGNATURE & DATE SAFETY/CO-ORDINATOR REQUIRED (YES) <div style="text-align: center;">(NO)</div> <div style="text-align: right;">...../...../.....</div>
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# Monte Sant' Angelo Mercy College Ltd - Conditions for Hire of Facilities

## 1. Interpretation

In these conditions, unless otherwise specified:

- (a) "Applicable policy" means the policy governing the use of the facilities as determined by the Venue Manager from time to time.
  - (b) "MSAMC" means Monte Sant' Angelo Mercy College Ltd.
  - (c) "Facilities" means land and improvements at Monte Sant' Angelo Mercy College Ltd, 128 Miller Street, North Sydney.
  - (d) "Venue Manager" includes the Manager, Facilities and Resources, authorised and / or designated officers of Monte Sant' Angelo Mercy College
  - (e) "Bond" means sum payable in accordance with Clause 3.3.
  - (f) "Facilities" means venue, fixtures, fittings, equipment and services specified on the Facilities Hire Request form.
  - (g) "Facilities Hire Request" form means the form so described.
  - (h) "Hirer" means person / organisation referred to on the Facilities Hire Request form.
  - (i) "Hiring charge" means the sum payable in accordance with Clause 3.1;
  - (j) "Hiring period" means the period / periods specified on the Facilities Hire Request form.
  - (k) "Hiring purpose" means the purpose specified on the Facilities Hire Request form.
  - (l) "Hire" means the event or booking specified on the Facilities Hire Request form.
- ## 2. Request for Hire
- .1 Subject to the payment of the monies by the Hirer to MSAMC as specified in these Conditions, MSAMC will hire the facilities to the Hirer for the hiring purpose and hiring period.
  - .2 These Conditions, the applicable policy, Facilities Hire Request form are the entire agreement between the parties.
  - .3 This agreement is not binding on MSAMC until the Facilities Hire Request form has been signed by the Hirer and Venue Manager and the Bond is paid.
- ## 3. Fees & Charges
- .1 (a) If the hiring charge is described as fixed, the amount is the hiring charge payable.
  - .1 (b) If the hiring charge is described as indicative, the amount shown is an estimate of the hiring charge payable which may be adjusted to reflect the hire requirements in accordance with rates determined from time to time by the Venue Manager.
  - .2 On-Costs – The Hirer agrees to pay all On-Costs for the Hire. The indicative On-Costs items are based on information provided by the Hirer on the Facilities Hire Request Form. If those indicative on-costs are exceeded, the Hirer is liable to pay all on-costs incurred.
  - .3 Bond – The Hirer must pay a Bond by cleared funds at least 5 working days prior to the Hire. The Bond is to be equal to or exceed the indicative value of the hire charge and/or on-costs unless otherwise determined by the Venue Manager. The Bond will be applied against the hiring charge and on costs at the completion of the Hire.
  - .4 If the Hirer does not pay the Bond within the prescribed time the Hirer shall be deemed to have cancelled the Hire. MSAMC will not be liable for any loss arising from such cancellation.
  - .5 The Hirer agrees to pay all properly invoiced accounts relating to the Hire within 14 days of date of Invoice.
- ## 4. Cancellation by Hirer
- .1 The Hirer may cancel the Hire by giving the Venue Manager notice in writing of intention to cancel.
  - .2 If at least 28 days before the hiring period, the Hirer cancels, MSAMC will refund the Bond after deducting any expenses incurred by MSAMC incidental to the Hire and the amount by which charges actually received by MSAMC in respect of the facilities during the hiring period is less than the hiring charge.
  - .3 If less than 28 days before the hiring period the Hirer cancels, MSAMC may retain the Bond and the Hirer will be liable for any losses sustained by MSAMC arising from the cancellation.
- ## 5. Cancellation by Venue Management
- .1 The Venue Manager may cancel the hiring if, in their opinion:
    - (a) The facilities will be unfit for use during the hiring period;
    - (b) The facilities may be unduly damaged by use for the hiring purpose;
    - (c) The Hirer has failed to comply with these Conditions for Hire;
    - (d) A higher priority booking is received.
  - .2 If the Venue Manager cancels the hiring, the Bond will be repaid to the Hirer.
  - .3 MSAMC will not be liable for any loss or damage arising out of cancellations of the hiring by the Venue Manager.
- ## 6. Hirer's Obligations
- .1 The Hirer will:
    - (a) Obtain a broad form Public & Products Liability policy of insurance with an insurer acceptable to the Venue Manager on terms acceptable to the Venue Manager and covering all the activities of the Hirer and their contractors and sub contractors for the Hiring Period. The policy shall cover for not less than the amount specified by the Venue Manager and must not be underwritten on a 'claims made' basis. The Hirer shall provide faxed evidence of such insurance in the amount of a minimum of \$10 million to the Venue Manager prior to commencement of the Hiring Period.
    - (b) Obtain all necessary consents from all persons interested in the copyright or performing rights of any matter used by the Hirer;
    - (c) Pay such further charges as determined by the Venue Manager on demand if any part of the Facilities other than the facilities hired are used by the Hirer; or the facilities hired, are used by the Hirer outside the hiring period.
    - (d) Obey any and all instructions given by the Venue Manager and /or staff as to use of, and access to and from, the facilities;  
Ensure that a safety supervisor / co-ordinator be present at all times if required by the Venue Manager;
    - (e) Supervise and control all participants and officials and restrict spectators to areas designated by Venue Manager for their use;
    - (f) Leave the facilities, changing rooms, toilets and showers in a clean and tidy condition;
    - (g) Ensure that all participants, officials and others wear footwear that will not mark any floor surfaces;
    - (i) Permit the Venue Manager or any person authorised by the Venue Manager to enter the facilities at any time without charge;
    - (j) Provide for a Facilities/ safety (fire and emergency) briefing for the number of persons determined by the Venue Manager to be necessary, prior to use of the facilities;
    - (k) Provide at the facilities during the hiring period, those persons who attend the Facilities/ safety briefing, for the purpose of ensuring safety in an emergency;
    - (l) Comply with Workplace Health & Safety Act & Regulations and, venue policies and these Conditions for Hire of Facilities.
    - (m) Arrange for First Aid Officer/s and their equipment to be present at all times during the hiring period if required by the Venue Manager;
    - (n) Set aside tickets as identified by the Venue Manager.
    - (o) Immediately after the Hiring Period the Hirer shall ensure all goods brought into the Facility for the hiring purpose are removed. The Venue Manager may, without liability for loss or damage, remove any such goods from the Facility as is deemed appropriate.
    - (p) Where the Venue Manager agrees to allow storage of Hirer's or others' goods prior to, during or after the hiring period, the Venue Manager provides no warranties as to the security provided for such storage and the Hirer indemnifies the Venue Manager in respect of any loss of, or damage to, the goods'.
  - .2 The Hirer will not, without the approval in writing of the Venue Manager, within or adjacent to the Facility:
    - (a) Use the facilities for any purpose other than the hiring purpose;
    - (b) Allow any person not subject to the direction and control of the Hirer to use the facilities;
    - (c) Hawk, sell, dispose of or supply anything whatsoever, or do so contrary to any condition imposed by the Venue Manager;
    - (d) Bring, or permit to be brought, any animal, alcoholic beverage, or dangerous goods;
    - (e) Re-hire the facilities to any other person/ organisation;
    - (g) Use any part other than the facilities booked;
    - (h) Alter, move or remove any fixture, fitting or furnishing;
    - (i) Erect or display any advertisement or do so contrary to any conditions imposed by the Venue Manager;
    - (j) Take any collection;
    - (k) Conduct any game of chance, or mixed chance and skill, lottery, or sweep-stake;
    - (l) Bet or wager, or permit any person to bet or wager;
    - (m) Erect any marquee, hut, stall or similar structure or do so contrary to conditions imposed by the Venue Manager;
    - (m) Sell, offer or permit to be sold, offered or exposed for sale any refreshments or other goods or service.
  7. Fitness for Hiring

The Hirer agrees that they are satisfied that, the facilities are fit for hiring and acknowledges that MSAMC does not warrant that the facilities are fit for the hiring purpose. The Hirer must obtain any necessary consents, permits, or authorities required for its use of the facilities and uses the facilities at its own risk.
  8. Damage to the Facility

The Hirer agrees to pay to MSAMC, on demand, the cost of repairing or making good any damage to the Facility, or the loss of any equipment arising out of, or incidental to the hiring, other than damage caused by events outside the control of the Hirer.
  9. Exclusion of Liability

MSAMC will not be liable for any loss or damage caused directly or indirectly by any fault or failure of electricity supply, or supply of any other power or energy to The Facility, where such fault or failure is not the responsibility of MSAMC.
  10. Indemnity

The Hirer will and does hereby indemnify MSAMC, its officers, servants, agents and contractors from and against all actions, claims and demands of every kind for which MSAMC, its officers, servants, agents and contractors shall or may be legally liable in respect of or arising from any accident, loss, damage or injury to persons or property by reason of anything done or omitted to be done by the Hirer, its employees, agents, members, invitees and the persons under its control or responsibility, in connection with the usage of the facilities and in connection with the Conditions for Hire of Facilities.
  11. Admission and Removal of Person from The Facility

The Venue Manager may at any time, in their absolute discretion:
    - (a) Refuse admission of any person;
    - (b) Direct any person or persons to leave;
  12. Closure of The Facility
    - .1 If:
      - (a) A person who has been refused admission re-enters, or
      - (b) A person directed to leave fails to do so, the Venue Manager may close the facilities.
    - .2 If the Venue Manager closes the facilities in consequence of 12.1:
      - (a) The Hirer will be deemed to have voluntarily abandoned the hiring;
      - (b) The hiring charge will not be refunded;
      - (c) MSAMC will not be liable for any loss or damage sustained as a result of closure.
    - .3 The Venue Manager may at any time, in their absolute discretion, close the facilities to ensure the safety of those present.