



Monte Sant' Angelo Mercy College Ltd FACILITIES HIRE REQUEST

HIRER:		ABN:	
ADDRESS:			Postcode
HIRING PURPOSE: (Title of Event)			
CONTACT NAME:		POSITION:	
PHONE:	FAX:	EMAIL:	
ATTENDANCE Participants:	Expected Spectators:	Officials:	Estimated Total:
HIRING PERIOD (dates)		TIMES REQUIRED	
✓	VENUE REQUIRED		✓
	McQuoin Centre Hall	O'Regan (ACC) Theatre	
	Chapel	Mercy Hall	
	McQuoin Centre Aquatic Complex	Lecture Theatre (RY102)	
	Scientia Courts		
AUDIO VISUAL			
Technician Required Y / N		Time: From _____ To _____	
AV Requirements			

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) (NO) <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) "Bond" means sum payable in accordance with Clause 3.3.
- (c) "Child Protection Laws" means the Child Protection (Working with Children) Act 2012 (NSW), Children and Young Persons (Care and Protection) Act 1998 and Child Protection (Offenders Registration) Act 2000 (NSW) and any other statute, regulation or law in Australia relating to the protection of children that is in force, or comes into force, during the period of the licence.
- (d) "Confidential Information" of a party means the confidential information of a party which relates to the subject matter of these conditions and/or includes:
 - (i) any information regarding the business or affairs (including financial position, internal management, policies and strategies), of such party or its related bodies corporate as defined under the Corporations Act 2001; regarding customers, employees, contractors of, or other persons doing business with, such party or its related bodies corporate and in relation to the Customer, information pertaining to its students and their families;
 - (ii) information which is by its nature confidential, which is designated as confidential by such party or which the other party knows, or ought to know, is confidential.
- (e) "Facilities" means land and improvements at Monte Sant' Angelo Mercy College Ltd, 128 Miller Street, North Sydney.
- (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) "Hire" means the event or booking specified on the Facilities Hire Request form.
- (i) "Hirer" means person / organisation referred to on the Facilities Hire Request form.
- (j) "Hiring charge" means the sum payable in accordance with Clause 3.1.
- (k) "Hiring period" means the period / periods specified on the Facilities Hire Request form.
- (l) "Hiring purpose" means the purpose specified on the Facilities Hire Request form.
- (m) "MSAMC" means Monte Sant' Angelo Mercy College Ltd ABN 68 071 488 241.
- (n) "Personal Information" has the meaning given to it under the Privacy Law which is collected by the Hirer, its employees, contractors, invitees and other persons under its control or responsibility during the term of the Agreement.
- (o) "Privacy Law" means:
 - (i) the Privacy Act 1988 (Cth);
 - (ii) the National Privacy Principles contained in Schedule 3 to the Privacy Act 1988 (Cth) or an approved privacy code (as defined in the Privacy Act 1988 (Cth)) that applies to MSAMC; and
 - (iii) any other statute, regulation or law in Australia or elsewhere relating to the protection of Personal Information (as defined in the Privacy Act 1988 (Cth)) that MSAMC observes.
- (n) "School Campus" means the area occupied by MSAMC which is not the Facilities being the Monte Sant' Angelo Mercy College
- (o) "Security Breach" means an actual, probable or reasonably suspected corruption, interference or loss, or unauthorised access, use, modification, processing, disclosure or other misuse of Personal Information, including without limitation a serious data breach within the meaning of the Privacy Law;
- (p) "Venue Manager" includes the Facilities Manager authorised and / or designated officers of MSAMC.

2. Request for Hire

- (a) 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.
- (b) These Conditions, the applicable policies of the College as amended from time to time, Facilities Hire Request form are the entire agreement between the parties.
- (c) 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

- (a) If the Hiring charge is described as fixed, the amount is the Hiring charge payable.
- (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.
- (c) On-Costs - The Hirer agrees to pay all On-Costs for the Hire. The

4. Cancellation by Hirer

- (a) The Hirer may cancel the Hire by giving the Venue Manager notice in writing of intention to cancel.
- (b) If at least 28 days before the hiring period, the Hirer cancels, MSAMC will refund any balance of the Bond after 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 have each been deducted from the Bond.
- (c) 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 which cannot be recovered from the Bond under clause 4(c).

5. Cancellation by Venue Management

- (a) The Venue Manager may cancel the Hire if, in their opinion:
 - (i) The Facilities will be unfit for use during the Hiring period;
 - (ii) The Facilities may be unduly damaged by use for the Hiring purpose;
 - (iii) The Hirer has failed to comply with these Conditions for Hire;
 - (iv) A higher priority booking is received.
- (b) If the Venue Manager cancels the hiring, the Bond will be repaid to the Hirer.
- (c) 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

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 not less than the amount specified by the Venue Manager in the Facilities Hire Request form and must not be underwritten on a 'claims made' basis. The Hirer shall provide faxed evidence of such insurance 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;
- (e) Ensure that a safety supervisor / co-ordinator be present at all times if required by the Venue Manager;
- (f) Supervise and control all participants/spectators/patrons and officials and restrict participants/spectators/patrons to areas designated by Venue Manager for their use;
- (g) Leave the Facilities, changing rooms, toilets and showers in a clean and tidy condition;
- (h) 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 as amended from time to time and venue policies as amended from time to time 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 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 caused whilst the goods are shared by the Venue Manager.

7. Hirer's Obligations

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;

- 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.
- (d) **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 Hiring charge and/or On-Costs unless otherwise determined by the Venue Manager. The Bond will be applied against the Hiring charge, On Costs and other money due.
- (e) 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.
- (f) The Hirer agrees to pay all properly invoiced accounts relating to the Hire within 14 days of date of Invoice or as otherwise specified in the Facilities Hire Request form.
- (n) The Licensee shall not do or suffer to be done anything which if done upon the Facilities is or may be a nuisance or cause damage to the property of third parties including the occupiers of the Facilities or persons.
8. **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.
9. **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 and the school campus, or the loss of any equipment arising out of, or incidental to the Hire, other than damage caused by events outside the control of the Hirer, its employees, agents, members, invitees and other persons under its control or responsibility.
10. **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 or other services to the Facility
11. **Hirer Liability**
The Hirer uses the Facilities at the Licensee's own risk and the Licensor is not liable for any damage or injury caused to:
(a) any person entering on the Facilities, with or without the permission of the Licensee;
(b) any property of the Licensee; or
(c) any damage arising from anything emanating from the Facilities that may constitute a nuisance.
12. **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 the School Campus in connection with the Conditions for Hire of Facilities and in respect of any breach of these Conditions for the Hire of Facilities.
13. **Admission and Removal of Person from The Facility**
The Licensee shall not permit any person, group, committee or organisation other than its employees to enter the Facilities without the written consent of the Licensor.
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.
14. **Closure of The Facility**
(a) MSAMC reserves the right to close the facility and restrict access to the Hirer if:
(i) A person who has been refused admission re-enters, or
(ii) A person directed to leave fails to do so, the Venue Manager may close the Facilities.
(b) If the Venue Manager closes the facilities in consequence of 14.1:
(i) The Hirer will be deemed to have voluntarily abandoned the Hire;
(ii) The Hiring charge will not be refunded;
(iii) MSAMC will not be liable for any loss or damage sustained as a result of closure.
(c) The Venue Manager may at any time, in their absolute discretion, close the Facilities to ensure the safety of those present.
15. **Privacy Law Compliance**
a) The Hirer agrees that it will comply with the Privacy Law in relation to the collection, use and storage of all Personal Information protected by this legislation and otherwise in respect of the activities contemplated by this agreement.
- (d) Bring, or permit to be brought, any animal, alcoholic beverage, or dangerous goods;
(e) Re-hire the Facilities to any other person/ organisation;
(f) Use any part other than the Facilities booked;
(g) Alter, move or remove any fixture, fitting or furnishing;
(h) Erect or display any advertisement or do so contrary to any conditions imposed by the Venue Manager;
(i) Take any collection;
(j) Conduct any game of chance, or mixed chance and skill, lottery, or sweep-stake;
(k) Bet or wager, or permit any person to bet or wager;
(l) Erect any marquee, hut, stall or similar structure or do so contrary to conditions imposed by the Venue Manager; and
(m) Sell, offer or permit to be sold, offered or exposed for sale any refreshments or other goods or service.
- (e) To advise MSAMC promptly of any damage or injury sustained to or in the Facilities.
(f) To advise MSAMC of any defect in the Facilities.
(g) To comply with notices from authorities and the requirements of the MSAMC policies and directions as specified on the website of MSAMC's or advised by MSAMC from time to time to ensure the safety of all of the Licensor's students, employees and other authorised users of the School Campus.
(h) To observe and comply with the law including the Child Protection Laws.
18. **Hirer's Obligations**
(a) The Hirer must not sub-licence the Facilities to any third party nor, assign or otherwise deal with its rights and obligations under these conditions without the prior written consent of MSAMC, such consent not to be unreasonably withheld.
(b) The Hirer agrees that the Hirer does not have a tenancy or leasehold interest in the Facilities.
19. **Dispute resolution**
(a) A party claiming that a dispute has arisen must notify the other party of the dispute giving details of the dispute (Notification).
(b) Within seven days after a Notification has been given (or such other period as the parties may agree), the dispute must be referred to senior management of the parties for resolution.
(c) If senior management do not resolve the dispute in accordance with clause 19(b) within 21 days after Notification has been given (or such other period as the parties may agree), the parties agree that the dispute will be referred to and finally resolved by binding arbitration in Sydney in accordance with the Resolution Institute for the time being in force, which rules are deemed to be incorporated by reference in this clause.
(d) The seat of arbitration will be Sydney, Australia. The language of the arbitration will be English. The number of arbitrators will be one
(e) Any information or document disclosed under this clause 19 must be kept confidential and may only be used to attempt to resolve the dispute.
(f) Each party must bear its own costs of complying with this clause 19.
20. **Confidentiality**
(a) Each party agrees to keep confidential, and not to use or disclose, other than for the purpose of complying with its obligations or exercising its rights under this Agreement, any Confidential Information of the other party, including Confidential Information provided to or obtained by a party prior to entry into this Agreement.
(b) The obligation of confidence in clause 20(a) does not apply to disclosures of Confidential Information to the extent:
(i) that the disclosure is required to be made by law provided that the party disclosing the information gives as much time as is reasonably practicable and permitted by law prior to the disclosure in order to permit the other party to oppose that disclosure or seek orders requiring the information be kept confidential,
(ii) that the Confidential Information is in the public domain otherwise than as a result of a breach of this Agreement; or
(iii) that is already known by, or rightfully received, or independently developed, by the recipient free of any obligation of confidence.
(c) A party who discloses Confidential Information of the other to a third party as permitted by this Agreement must ensure that that third party keeps such information confidential on terms similar to those contained in clause 20(a). The party must also ensure that the third party uses that information only at the direction of the party and only for a purpose for which the party is entitled to use that information under this Agreement.
(d) Each party acknowledges that:
(i) monetary damages would be an insufficient remedy for the loss suffered by the other party in the event of a breach by the first party of clauses this clause 20; and
(ii) in addition to any other remedy available at law or in equity, the other party is entitled to injunctive relief to prevent a breach of, and to compel specific performance of, this clause 20 and each party undertakes not to object to the grant of an order against it to that effect.

- b) Notwithstanding any other provision in this Agreement, the Hirer as recipient of Personal Information will indemnify the discloser in respect of any breach of this clause 13 without the imposition of any limit on this liability.
 - c) This clause 13 will survive expiry or early termination of this Agreement.
16. **Security Breaches**
- a) The Hirer must immediately notify MSAMC of any Security Breach, and:
 - (i) in consultation with MSAMC, undertake any possible remedial action or assist MSAMC with any possible remedial action;
 - (ii) co-operate with MSAMC in relation to an investigation of any Security Breach, and in the resolution of any Security Breach; and
 - (iii) demonstrate to MSAMC why the Security Breach will not reoccur.
 - b) This clause shall survive the expiration or termination of this Agreement and thereafter remain in full force and effect for as long as the Hirer or any of its subcontractors or employees retains any Personal Information.
17. **Campus Access and Hirer Obligations**
- The Licensee agrees as follows:
- (a) Except in the case of an emergency, not to enter any part of the School Campus which is not the Facilities.
 - (b) Not to engage in any inappropriate physical contact, behaviour or language with any person at the Facilities and the School Campus and surrounds.
 - (c) To securely lock and fasten all exterior doors and windows in the Facilities at all times whilst the Facilities is not being used.
 - (d) To keep and maintain the Facilities in a secure clean and tidy condition, free from refuse, rodents, vermin and infectious diseases and to take reasonable precautions to ensure that fire and health hazards are kept to a minimum
- (e) Notwithstanding any other provision of this clause, the Hirer may disclose Confidential Information to its solicitors, auditors, insurers or accountants for the purpose of obtaining advice.
 - (f) This clause will survive the expiry or termination of these conditions.
21. **College Branding**
- The Hirer must not use MSAMC's name and logo on the Hirer's marketing materials for any other purpose nor make any announcements concerning the use of the Facilities without the prior written approval of MSAMC for each proposed use, which may be withheld by MSAMC in its absolute discretion.
22. **Access Over School Campus**
- The Hirer must ensure and must ensure its employees, visitors and contractors enter the School Campus only for the purpose of gaining access to the Facilities.
23. **Interpretation**
- For the avoidance of doubt, On-Costs which are referred to in clause 2b include cleaning costs, AV support costs, equipment hire costs, additional staff supervision costs, specialised theatre support.

