

## Batavia Hall – Facility Hire Application Form

Hirers Information			
Organisation: (if applicable)		ABN:	
Organisation Type:		Email:	
Name:			
Postal Address:			
Contact No:	(H)	(M)	
Type of Activity: eg. Wedding, Ball, Awards Night		Number of people attending:	
Is the event open to the public?			<i>If yes, attach a copy of your public liability insurance. A minimum of \$20,000,000 is required.</i>

Booking Times			
Booking Dates:			
Booking Start Time:		Booking Finish Time:	
Event Start Time:		Event Finish Time:	
<p><b>The Facilities can only be accessed within the specified booking times. Please allow sufficient time for setting up and cleaning/packing away and include this into your requested times.</b></p>			

Additional Options (additional charges apply)			
Air-Conditioning Required:		Number of Hours Required:	
Chairs Required:		Number of Chairs Required:	
Trestle Tables Required:		Number of Tables Required:	
Audio Visual Equipment Required:		Stage Lighting Required:	
Will a Smoke Machine be used:	<p><b>Smoke Machines that activate Fire Alarms MUST NOT be used</b></p>		

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Food and Beverages			
Use of Kitchen Required:		Name of Catering Company:	
Will alcohol be consumed:		Will alcohol be sold:	
		Liquor & Gaming Permit Number <i>(if applicable)</i> :	
Nominated person with Responsible Service of Alcohol Certificate:			

Other Relevant Information	
Please provide any other relevant information:	

*Please note: Cleaning of the facilities following a hire is the responsibility of the Hirer*

Please continue to read and sign the Terms and Conditions of Hire on the next page.

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### Batavia Hall Terms and Conditions of Hire

#### 1. ACCEPTANCE AND CONFIRMATION OF BOOKING

- 1.1** The Hirer is responsible for communicating all information related to the hire to Geraldton Grammar School (the School).
- 1.1** For the avoidance of doubt, acceptance of these terms and conditions constitutes an acknowledgment to be bound by these terms and conditions, which may only be amended by the School in writing.
- 1.2** No hire is valid until the School provides the Hirer with a notification of approval of the hire and the Hirer provides the School with the required bond.

#### 2. FACILITY HIRE

- 2.1** From the Start Date, the Hirer hires from the School, the Facilities for the Hire Period and at the Hire Fee, on these terms and conditions and any other terms and conditions provided to the Hirer by the School.
- 2.2** Bookings may be subject to a risk assessment which will be conducted in conjunction with the Hirer and a representative of the School.
- 2.3** The Hirer may only use the Facility for the purposes approved by the School. Only the specific room(s) of the Facilities may be used and only the day(s) and time(s) approved. A Hirer does not have sole use of any outdoor space or shared use spaces (i.e. carparks) of the School.
- 2.4** Any time required for set up and cleaning up at the end of your event must be included in your booking time.
- 2.5** The event must conclude by **midnight Friday and Saturday**. The Hire Period can carry through to 1am on Friday and Saturday evenings for the purpose of cleaning and pack up only between midnight and 1am.
- 2.6** Any Hirer granted approval to use the Facilities is at no time permitted to sub-lease or assign or make it available for hire to any other individual or group.
- 2.7** Unauthorised use or entry to the Facilities at any time without the written consent from the School may result in legal implications, additional charges and put your future bookings at risk of not being accepted.
- 2.8** The hirer shall not make any additions or alterations whether permanent or temporary to the building, furnishings or technical equipment in the Facilities without obtaining in writing prior consent from the School.
- 2.9** The use of the Facilities by the hirer will at all times be under the sole direction and control of the School. The School shall have unfettered right to terminate any function or use of the Facilities at any time at its absolute discretion and for whatever reason. The School retains a free and unfettered right of access to all parts of the Facilities by the School at any time during a function or otherwise.
- 2.10** The School reserves its right to absolute discretion in hiring Facilities and may refuse to hire the Facilities to any person or persons without giving reasons therefore.
- 2.11** The Hirer or Catering Company of the Hirer must not prepare nut or nut products in the School Canteen facility.
- 2.12** Cancellations shall be made in writing to the School with a minimum of 10 days' notice.

#### 3. HIRE FEE AND BOND PAYMENT

- 3.1** The Hire Fee is set annually for the year commencing on 1 January and contained in Facility Hire Fees – Batavia Hall.
- 3.2** Security Bond amounts are in accordance with the Facility Hire Fees – Batavia Hall.
- 3.3** The Security Bond must be paid in one payment, no part payments will be accepted.
- 3.4** Following Hire approval, the Security Bond is required to secure the Hire.
- 3.5** For the Hire, full payment of the Hire Fee is required within seven days after the Hire date.
- 3.6** Failure to comply with the terms of hire may result in the forfeiture of all or a portion of the Hirer's bond (to be determined in the School absolute discretion).
- 3.7** If there is no damage to the Facilities (including equipment within it) or additional costs arising from the hire, the bond will be deducted from the amount of the Invoice.
- 3.8** The following fees and charges may be deducted from the bond (at the absolute discretion of the School): additional hire time; repairs to the Facilities equipment, surroundings; missing or damaged keys; removal of decorations or damage to walls; additional cleaning and security call outs.
- 3.9** The Hirer also acknowledges that a breach of the hire arrangement may result in the School refusing to agree to any future hiring to the applicant, including any approved future bookings.

#### 4. ALCOHOL AND SMOKING

- 4.1** The Hirer must comply with relevant law relating to the sale and or supply of liquor (e.g. the Liquor Control Act 1988).
- 4.2** No alcohol is to be sold during the hire without the appropriate license being obtained from the Department of Racing, Gaming & Liquor.
- 4.3** Please see [www.rgl.wa.gov.au](http://www.rgl.wa.gov.au) for further information. Copy of license must be presented before booking will be approved.
- 4.4** If alcohol is consumed during the hire without the Schools approval, the Hirer will be in breach of these terms and conditions and their hire will be cancelled without any refund (e.g. they will be required to immediately leave the grounds) or risk approval of future booking requests. The School may also report the unapproved sale of alcohol to relevant authorities.
- 4.5** Smoking is strictly prohibited on the School grounds or inside any School facility. If smoking on School grounds occurs, the Hirer will be in breach of these terms and conditions and their hire will be cancelled without any refund (e.g. they will be required to immediately leave the Facility) or risk the approval of future booking requests.

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### 5. INSURANCE

- 5.1** The Hirer is responsible for public liability insurance cover to a level not less than \$20m. When required, evidence of Public Liability insurance must be provided prior to commencement of the hire.

### 6. LIABILITY AND INDEMNITY

- 6.1** The Hirer releases, discharges and indemnifies the School from all claims and demands on the School arising out of or consequent on the use or misuse of the hired facilities or grounds
- 6.2** The Hirer assumes all risks and liabilities for and in respect of the facility including but not limited to:
- (a) any injuries to or deaths of persons;
  - (b) damage to property of the School, the Hirer or any third party; and
  - (c) breach or non-compliance with legislation or local law, arising from the Hirer's possession, use, maintenance of the facilities or grounds.
- 6.3** The School will not be liable for any damage or loss that the Hirer suffers by reason of any breakdown or inconvenience caused by or incidental to the facilities.

### 7. CLEANING

- 7.1** The Hirer is to leave the facilities and grounds clean and tidy. All food scraps, rubbish, decorations and equipment are to be removed and any marks, damage or additional cleaning may result in deductions from your bond.
- 7.2** All rubbish must be removed from the facilities and grounds at the completion of the Hire Period and placed in the skip bins provided. The Hirer must take any rubbish with them that will not fit in provided bins.
- 7.3** Cleaning must be completed by the time specified on the booking approval. If cleaning is required as a result of your booking, a separate charge or forfeiture of your bond may occur.
- 7.4** It is the Hirer's responsibility to provide any equipment necessary to ensure the premises are left clean and tidy (please note that cleaning equipment is not provided).
- 7.5** The facilities will be inspected by the School for any damage and additional cleaning, prior to and following the Hire Period.

### 8. EQUIPMENT AND STORAGE

- 8.1** The setting up and stacking tables, chairs and other equipment is the responsibility of the Hirer. Chairs and tables must be returned to the rear of the Hall at the end of your Hire Period.
- 8.2** All the furniture and equipment contained in facilities remains the property of the School and may not be removed at any time.
- 8.3** All furniture and equipment will be inspected following the Hire Period. Should any damage be caused, the cost of repair or replacement will be deducted from the bond payment.
- 8.4** Furniture and equipment required other than that provided by the School must be supplied by the Hirer at the Hirer's expense and shall be the liability of the Hirer.
- 8.5** All equipment or property must be removed prior to the end of scheduled booking time, unless prior approval of the School is obtained. Any equipment of the Hirer left at the Facilities without approval of the School may be disposed of by the School.
- 8.6** Where approval has been granted by the School to the Hirer for the Hirer to store their equipment/property, the School is not liable for any equipment stored on site.

### 9. PROHIBITED ACTIONS, ITEMS AND PERMISSIONS

- 9.1** Blu-tack, adhesive tape, thumb tacks or silly string are not to be used on any surfaces to secure decorations or similar within the facility.
- 9.2** The Hirer is responsible for obtaining any permits required for the performance of any dramatic or musical work, or the playing of any recorded material.
- 9.3** Smoke machines may only be used with the permission of the School and **MUST NOT** be the type that activate Fire Alarms.
- 9.4** Event lighting, portable bars and drink/slushy machines may only be used with the permission of the School.
- 9.5** No exotic dancers, nudity or similar entertainment is permitted.
- 9.6** Hirers are requested to be mindful of any inconvenience that may be caused to surrounding residents.
- 9.7** Amusement rides are to comply with AS 3553 and Work Health and Safety (General) Regulations 2022 Western Australia.

### 10. SECURITY AND CALLOUT

- 10.1** The Hirer shall ensure that all lights are turned off, any doors, windows and gates locked and alarms systems armed at the completion of each booking. Failure to secure the premises may result in a security call out and will be subject to a security/call out cost recovery.
- 10.2** If a School Representative is called out (i.e. attends the facilities) because of the Hirer's non-compliance or suspected non-compliance with any condition of hire (e.g. remaining at facilities after Hire Period, not alarming facilities, excessive attendance levels, unauthorised alcohol consumption, noise issues), the Hirer will be charged a security/call-out cost recovery, which will be deducted from the bond.
- 10.3** If in the opinion of the attending School Officer, the non-compliance is of such a nature that the Hire is to be terminated, an authorised School Officer may liaise with the relevant authorities to have your Hire terminated and have you and your invitees directed to leave the Facilities surrounding areas.

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### 11. COMPLIANCE WITH LEGISLATION AND LOCAL LAWS

**11.1** The Hirer must ensure that their hire is compliant with all relevant legislation and local law e.g. Health Act 1911, Environmental Protection Act 1986, Food Act 2008, Liquor Control Act 1988, Local Government Property Local Law, Environment, Animals and Nuisance Local Law, as amended from time to time.

### 12. GENERAL

**12.1** If any provision of these terms and conditions is invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

**12.2** These terms and conditions and any Facility agreement to which they apply will be governed by the laws of Western Australia and are subject to the jurisdiction of the courts of Western Australia.

**12.3** The School will be under no liability whatsoever to the Hirer for any indirect and or consequential loss and or expense (including loss of profit) suffered by the Hirer arising out of a breach by the School of these terms and conditions.

**12.4** In the event of any breach of these terms and conditions by the School the remedies of the Hirer will be limited to damages, which under no circumstances will exceed the Hire Fee.

**12.5** The Hirer will not be entitled to set off against, or deduct from the Hire Fee, any sums owed or claimed to be owed to the Hirer by the School nor to withhold payment of any invoice because part of that invoice is in dispute.

**12.6** The School may license or sub-contract all or any part of its rights and obligations without the Hirer's consent.

**12.7** Neither party will be liable for any default due to any act of war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

**12.8** If the School and the Hirer are in dispute over anything arising out of or in any way connected with a quote or these terms and conditions, and one party requires the dispute to be resolved, then that party must give the other party a written notice of the details of the dispute.

**12.9** Within 14 days of a party receiving the notice, the parties and or their delegates must meet and attempt to resolve the dispute.

**12.10** The School reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the School notifies the Hirer of such change.

**12.11** The failure by the School to enforce any provision of these terms and conditions will not be treated as a waiver of that provision, nor will it affect the School's right to subsequently enforce that provision.

### Declaration

I declare that I am 18 years old or over and acknowledge I have read the 'Terms and Conditions of Hire' and agree to abide by the conditions. I acknowledge that costs including but not limited to those in clause 3.8 may be taken from my bond and any additional costs will be rendered by myself or the organisation named on the booking application form.

Name of Applicant (print)	Signature	Date

Office Use Only			
<b>Receipting Information</b>			
<b>Date:</b>		<b>Approved/Declined:</b>	
<b>Bond Received:</b>		<b>Induction Date:</b>	

Please email the completed form to [facilityhire@gegs.wa.edu.au](mailto:facilityhire@gegs.wa.edu.au)