

West Rolleston Primary School Incorporated

Terms, Conditions of Hire and Casual Use Agreement

Licence to Occupy school premises

*Your responsibilities as the supervising hirer of a facility at West Rolleston Primary School are outlined below. Please ensure you have read and understood all terms and conditions before signing the **Conditions of Use Hire Agreement** for hire of a facility at West Rolleston Primary School, Te Kura o Te Uru Kōwhiri*

FACILITY ALLOCATION/CONFIRMED USE

It is your responsibility to ensure all booking and rental details are correct. If there are no lodged requests for correction, all details will be deemed acceptable. The hirer will ensure the hired facility does not exceed maximum occupancy (750) safety limits at time of hire. All fees must be paid upon confirmation of booking covering the full term of the hire period. Please ensure all fees (including Bond) are paid into the following account:

Account: 12 – 3153 – 0080244 - 00	Account name: GROW West Rolleston Primary School
Payment Reference: GYM---- (add first few characters of your name/org)	

The School Board is the controlling authority for West Rolleston Primary School and has agreed to enter into this licence agreement to allow you to use the school gym as per the terms and conditions set out in this licence. The Secretary of Education has authorised the Board to enter into this Licence pursuant to a Gazette Notice published under Section 163 of the Education and Training Act 2020.

The Board grants you a non-exclusive licence to occupy the Premises as per the completed hire agreement and as per the terms and conditions set out in this Licence.

All pre activity set up and close down/clean up must be covered within the period of your hire and must not impact on the next booking. All equipment used by the Hirer must be removed from the West Rolleston Primary School premises after each session. These cannot be stored at the school premises. You will not bring or store within the Premises (nor allow to be brought upon or stored within the Premises) any goods or things of any offensive, noxious, illegal or dangerous nature which could cause damage to School buildings or other facilities, or affect the health and safety of any person on the Premises and you will use the premises only for the permitted use.

You will not allow any act or thing to be done which may be or grow to be a nuisance or annoyance to the Board or any other person in general and you will use the Premises in a clean, quiet and orderly manner, free from nuisance, disturbance or annoyance to any person.

You may not place or display any signage or advertising on the Premises (except with the written permission of the Board) or make any alterations to the Premises or construct any buildings, structures or other improvements on the Premises.

You must comply with all relevant legislation, regulations and bylaws affecting the Premises and your use of the Premises, and must not cause or allow any act on the Premises that would cause nuisance or annoyance to any neighbouring property, or any contamination of the Premises. You must, at your own cost, obtain and comply with any resource consents, permits and other planning approvals required for the Permitted Use of the Premises.

Keys must be returned within 2 working days of the last booked use of the facility or it may impact on the full refund of your Bond.

You acknowledge that the Premises form part of the School which is controlled and managed by the Board as part of its statutory responsibilities, including under the Education and Training Act 2020, which prevail over the terms of this Licence.

BOND & DAMAGES: A bond will be charged for hire of the facility set at a rate of **\$250**. This is to cover any incidental damage, in addition to other costs in insurance excess, arising from damages not covered by the bond and non-compliance to the Terms and Conditions of hire. The hirer shall meet any additional cost of rectifying any damage sustained to the premises for duration of hire. The hirer is responsible for any damages caused by any persons attending their activity. If you fail to do so, the Board may, in addition to its other rights, repair any damage and recover costs from you. The bond will be returned within 5 working days to the Hirer via direct bank deposit after the premises have been checked and there is no damage to the facility; and the key has been returned within the stated time frame and all invoices are paid.

You indemnify the Board against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by the Board (or the School or the Secretary) as a direct or indirect result of any breach of your obligations, undertakings or warranties contained or implied in this Licence, or as a direct or indirect result of your activities on the Premises.

You must meet all costs and expenses (including legal costs on a solicitor/client basis) which the Board may incur in enforcing its rights under this Licence. This Licence is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this licence or in the Premises to or with any other person.

CANCELLATION OF BOOKING: 1) Cancellation of a confirmed booking by the hirer must be done in writing (email) and will attract a cancellation fee in lieu of full rental costs if notice of cancellation in writing is provided less than 4 weeks of the one off-event. 2) Refunds for cancellation of a Hirer's confirmed general and long term hire from date of effect and in the midst of the agreed term of booking will not be given. Due to its overriding statutory obligations, the Board may terminate this Licence at any time by giving you a minimum 2 days' notice in writing. The Board may terminate this Licence at any time without notice if you are in breach of any covenant or agreement on your part expressed or implied in this Licence. You are not entitled to any compensation for any such early termination of this Licence.

GYMNASIUM FLOOR: Any liquids and water spills must be wiped up as soon as possible. Please note marking soled shoes, stiletto or sharp heels are **not** to be worn in the gymnasium; skateboards, scooters or bikes are not to be used inside the facility. Some chairs are available within the premises. Additional tables and seating requirements for the Gym **must be discussed** with the school administrator prior to confirmation of final booking due to the special flooring in the gymnasium.

HEALTH & SAFETY and EMERGENCY EVACUATIONS: You will comply with and observe the Board's health and safety policy and procedures, the Health and Safety at Work Act 2015 and any relevant Regulations or Codes of practice under that Act and any Ministry of Education requirements in the use and occupation of the Premises. You will provide to the Board, if demanded, a health and safety policy and management plan for the Premises having regard to your intended use and occupation of the Premises. The Board may make recommendations to such a plan or any revised plan from time to time which you must comply with. The Hirer undertakes to read and understand building evacuation procedures as displayed within the hire facility, and in the event of a fire or emergency to act as Fire Warden. This includes supervising and ensuring an efficient evacuation of the hired premises during the term of your hire. The hirer is to provide their own First Aid kit to service their own group's needs.

PUBLIC LIABILITY: All hirers should have public liability insurance for the term of hire. The hirer indemnifies West Rolleston Primary School Incorporated from all actions, suits, proceedings, claims, and demands which may be made or brought against West Rolleston Primary School including legal fees and costs incurred by reason of the permission granted to the hirer, and including, neglect or default of the hirer's guests, agents, employees or subcontractors for which the hirer is legally liable.

You are not responsible for insuring the Premises for catastrophic loss. However, the Secretary reserves the right to seek compensation, including any costs for recovery, for any loss or damage caused by your or your invitee's or agent's, use and occupation of the Premises. You acknowledge that the Secretary and the Board shall have no liability for damage or loss to School buildings or facilities or the Premises. You are responsible for insuring your own contents.

SMOKE FREE ENVIRONMENT In accordance with the values of the West Rolleston Primary School, smoking is not permitted on premises. Smoke generating equipment is also not permitted on the school grounds.

ALCOHOL: Alcohol is **not permitted** on the West Rolleston Primary School property.

CLEANING & RUBBISH: Remove all rubbish from the premises after each period of use and take this with you.

SECURITY

Please ensure re-secure all locked doors upon exiting the building. In event of a security issue (alarm codes and access to building), please contact the nominated West Rolleston Primary School Incorporated Facilities Officer (these details can be found on the key tag).

If an occasion of personal wellbeing is at stake, please contact the Emergency line on phone **111**.

Reminder: Keys must be returned within 2 working days of the last booked use of the facility or it may impact on the full refund of your Bond.

Please confirm your acceptance of these terms and conditions by signing the enclosed Agreement of this letter and returning it to us: office@westrolleston.school.nz

CONDITIONS OF CASUAL USE AGREEMENT HIRE LICENCE TO OCCUPY SCHOOL PREMISES

Hirer to complete, sign and return this form within 5 working days of acknowledged availability to:

office@westrolleston.school.nz or return it to the school office.

DETAILS OF HIRER:

Name: _____

Company/Organisation: _____

Address: _____

Telephone/Mobile: _____

Email: _____

DETAILS OF HIRE:

Event Gym Hired For: _____

Charge to those attending (if any): \$ _____

Hire Start Date: _____ Start Time (inclusive of setup time): _____

Hire End Date: _____ End Time (inclusive of tidy up time): _____

Day/Days Required: _____

Other additional information: _____

BANK ACCOUNT NUMBER BELOW TO FACILITATE RETURN OF BOND AFTER COMPLETE OF HIRE:

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I, the Hirer, have read, understood and agree with the conditions of use and hire of the facilities at West Rolleston Primary School and acknowledge my responsibilities and conditions outlined in this document.

Name (printed): _____ Date: _____

Signature: _____