

Date

/ / DD/MM/YYYY

Dear

CASUAL USE AGREEMENT IN RELATION TO SCHOOL PREMISES

- 1 The School Board of Trustees (*the Board*) is the controlling authority for the School and has agreed to enter into this casual use agreement to allow the Occupant to use the Premises for the Permitted Use on the terms and conditions set out in this letter (*Agreement*).
- 2 Except where otherwise stated, capitalised terms used in this Agreement have the meaning given to them in the Schedule to the Agreement.
- 3 The Secretary of Education (*the Secretary*) has authorised the Board to enter into this Agreement pursuant to a Gazette Notice published under Section 163 of the Education and Training Act 2020.

Grant of right to occupy

- 4 The Board grants you a non-exclusive right to use the Premises during the Hours of Use commencing on the Commencement Date and expiring on the Expiry Date, on the terms and conditions set out in this Agreement.
- 5 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 Agreement.

Payments

- 6 Throughout the Term, you will pay to the Board:
 - a. the Occupancy Fee, to be paid immediately upon the execution of this Agreement and thereafter on the Payment Dates, as specified in the Schedule; and
 - b. the Bond, which will be refunded after your property (and that of your invitees, if any) has been removed from the Premises, and the Premises left in a satisfactory condition in terms of paragraph 8;
 - c. all costs and expenses arising from your use and occupation of the Premises including (without limitation) the Expenses; and
 - d. any GST which is payable by the Board in respect of any of the amounts payable by you under this Agreement.
- 7 If you default in payment of any of the amounts payable by you under this Agreement for 10 working days after the due date for payment, then you will also be obligated to pay, on demand by the Board, default interest on unpaid monies at a rate of 4% per annum above the overdraft rate charged by the Board's registered bank.

Expiry or Termination

- 8 At the end of the term or earlier termination of this Agreement, you will remove all of your property (including any property of your invitees if any) from the Premises, and leave the Premises in a clean, safe and tidy condition to the complete satisfaction of the Board. If you fail to remove any of your chattels, furniture or other property from the Premises by the date which this Agreement expires or is terminated, the Board may dispose of any such property remaining on the Premises and recover the cost of such disposal from you, including by way of deducting any such costs from the Bond.
- 9 Notwithstanding any other provision of this Agreement, the Board or the Secretary may terminate this Agreement at any time by giving you a minimum of 2 weeks' notice in writing.
- 10 The Board may terminate this Agreement at any time without notice if you are in breach of any covenant or agreement on your part expressed or implied in this Agreement, provided that such termination will be carried out consistently with sections 244 and 245 of the Property Law Act 2007.
- 11 You are not entitled to any compensation, damages or claim of any kind for any early termination of this Agreement under paragraphs 8 – 9 of this Agreement, but termination will be without prejudice to either party's rights arising by virtue of any antecedent claim or breach existing at the termination date.

Occupant's rights and obligations

- 12 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.

The Occupant acknowledges that the Ministry of Education strongly recommends maintaining a policy of public liability insurance to a value of not less than \$2 million during the Term, and that they will seek independent advice on appropriate insurance requirements.

- 13 You must, at your own cost, regularly remove all rubbish created by your use of the Premises, leave the Premises in a neat and tidy condition following your use, and promptly repair any damage caused to the Premises by you or any your invitees. If you fail to do so, the Board may, in addition to its other rights, repair any damage and recover the costs from you, including (at the Board's option) by deducting such costs from the Bond.
- 14 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 plan or any revised plan from time to time which you must comply with.
- 15 You will use the Premises only for the Permitted Use.
- 16 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.
- 17 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 and generally and you will use the Premises in a clean, quiet and orderly manner free from nuisance, disturbance or annoyance to any person.
- 18 You may not place or display any signage or advertising on the Premises (except with the written permission of the Board).

- 19 You may not make any alterations to the Premises or construct any buildings, structures or other improvements on the Premises.
- 20 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.
- 21 Prior to expiry or early termination of this Agreement, you will vacate the Premises and leave the same in a clean and tidy condition, with all your chattels, equipment, furniture and property removed from the Premises.

No warranties and indemnity

- 22 The Board makes no warranty or representation that the Premises are fit for any particular use, and you acknowledge that you have entered into this Agreement completely in reliance upon your own skill and judgment. You agree to occupy and use the Premises at your own risk and release the Board from any claim for any loss or damage you may suffer or incur.
- 23 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 Agreement, or as a direct or indirect result of your activities on the Premises.

General matters

- 24 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 Agreement, and all costs reasonably incurred by the Board in preparing, negotiating and (if applicable) varying this Agreement.
- 25 This Agreement is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this Agreement or in the Premises to or with any other person.
- 26 This Agreement is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between you and the Board regarding your use of the Premises. Any amendments to this Agreement must be recorded in writing and signed by both you and the Board.
- 27 This Agreement may be executed in two or more counterparts, all of which will together constitute one and the same Agreement. A party may enter into this Agreement by signing a counterpart copy and sending it to the other party by email. Please confirm your acceptance of these terms and conditions by signing the enclosed copy of this letter and returning it to us.

Yours sincerely

SCHEDULE

Occupant

means

also referred to as you/your throughout this Agreement.

Commencement Date

Expiry Date

Term

means the period commencing on the Commencement Date and expiring on the Expiry Date.

Permitted Use

means

Premises

means

as shown on the plan attached to this agreement

**Hours of
Occupancy**

means

Occupancy Fee

means

\$

plus GST (if any) per

Bond

means

\$

plus GST (if any)

Expenses

means the following costs and expenses associated with the Occupant's use of the Premises:

Payment Dates

The Commencement Date, and the

day of each

Term thereafter

Board means the board for

School

means



Leithfield School - Te Kura o Kōwai

Additional Information

Cost of hire

- Base price: \$20.00 per hour.
- Use of kitchen facilities: additional \$5.00 per hour.
- Use of audio-visual facilities: additional \$5.00 per hour.
- Use of tables and chairs: additional \$5.00 per hour.
- The use of any additional facilities must be agreed to prior to the event occurring.
- Refundable bond: \$250.00, or such other amount as is specified by Leithfield School.
- The price and bond must be received by Leithfield School prior to the event occurring.
- Please deposit the base price, any additional facilities and the refundable bond into the Leithfield School's bank account 03-1582-0017113-00. Please write Hall Hire and your last name in the reference columns.
- The bond will be refunded after the event provided that the rules of use have been complied with and no damage or other loss to Leithfield School has occurred.

Rules of use

- The Hirer must be at least 18 years of age and remains responsible for the hire. The Hirer, or another responsible adult, must be present in the hall throughout the hire.
- The hall is situated in a residential area. The user must comply with local body bylaws in regards to noise levels, and the hire cannot continue past midnight.
- No alcohol is permitted in the hall.
- The hall is a no-smoking and no-vaping area.
- No stiletto shoes are permitted in the hall.
- No medicine balls are permitted in the hall.
- No holes are to be made in the hall from nails, staples, drawing pins etc.
- Any adhesives must be totally removed without damage to surfaces.
- No attachments are allowed on the acoustic linings.
- No furnishings, apart from Leithfield School furnishings, may be used in the hall without the prior permission of Leithfield School.
- Alarm system details are to be kept confidential.
- The maximum number of people permitted in the hall during any hire shall not exceed 400 persons.

End of hire

- At the end of the scheduled hire, unless some other arrangement has been previously agreed, the Hirer must ensure that:
- Everyone has vacated the hall.
- The hall, including the kitchen and bathroom area, has been left in a clean and tidy condition.
- Chairs and tables are stacked away in an orderly and tidy manner.
- All electrical appliances and lights are turned off and the hall left secure.
- All rubbish is removed from the building and surrounding area.

Use of audio-visual facilities

- The audio-visual facilities are not to be used unless by prior arrangement.
- The Hirer must arrange to be shown how to use the facilities.
- The Hirer must bring their own laptop or DVD player.
- No ball games may be played while the screen is down.
- The screen must be retracted when not in use.
- The Hirer is responsible that any content being shown is appropriate for the audience and does not breach the copyright of any person.

Damage or breach

- The Hirer shall be responsible for the hall, and its contents during the term of usage.
- If any damage or loss is caused, or the conditions set out above are not met, or the hall is left in an untidy state, then the Hirer shall be responsible for any reasonable expenses and any loss or damage caused.
- Such amount may be taken from the bond.
- Should the amount of the bond be insufficient to cover the expenses, loss or damage then the Hirer will be responsible for the additional amount.