



LICENCE FOR USE OF PROPERTY VESTED IN THE MINISTER FOR EDUCATION

(Section 218 of the School Education Act 1999)

and

VENUE HIRE TERMS AND CONDITIONS

This Licence is made on _____

BETWEEN:

Busselton Trade Training Centre (referred to as the "BTTC" or the "Centre")

Simon Street

Busselton WA 6280

Phone: (08) 9754 9317

Email: book@busseltonttc.wa.edu.au

for and on behalf of

THE MINISTER FOR EDUCATION AND

The Hirer/User:

Company/Organisation: _____

Hirer Name: _____

Address: _____

Contact Details:

Phone: _____

Email: _____

DEFINITIONS

1. In this Licence

"Equipment" means Crockery, Cutlery, Glassware, Kitchen Items

"Premises" means BTTC Café, Alfresco Area and Commercial Kitchen

"BTTC" or the "Centre" means the consortium of schools represented by the Manager of the Premises.

"School" means Busselton Senior High School

"Act" means the School Education Act 1999

GRANT OF LICENCE

2. The BTTC grants to the Hirer a licence under section 218 of the Act for the use of the Premises and Equipment for:

and for no other purpose. This license is not transferable.

DURATION OF USE

3. This Licence commences on _____

The Hirer may use the premises and equipment on the above days and times only. Cleaning and set up time by the Hirer must be included in the total venue hire period. The Hirer is required to vacate the BTTC at the expiration of the time specified on the booking form. Failure to do so will result in additional cost to the Hirer.

INDEMNITY

4. The User indemnifies and agrees to keep released and indemnified, the Minister, the State, the Crown, all Ministers of the crown and all officers, employees, workmen, agents and contractors of any of them ("the Indemnified Parties") from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs and expenses (including legal costs and expenses) of any nature whatsoever which the Indemnified Parties may suffer or incur or which may at any time, be brought or maintained or made against them (or any of them) in respect of or in connection with:

(4.1) the death of or injury or illness to any person;

(4.2) any loss of any kind;

(4.3) the destruction or loss of or damage to any property, to the extent that the same has been caused or contributed to by:

(4.4) the User's use or occupation of the Premises in accordance with the terms of this licence;

(4.5) the User's use of the Equipment in accordance with the terms of this licence;

(4.6) any breach of this licence by the User; or

(4.7) any negligent or unlawful act or omission of by the User.

The release and indemnities continue notwithstanding the expiry of the term and shall survive early termination or this licence irrespective of how or who terminates it.

NUMBERS

5. The Venue can cater for a maximum of 100 people or 48 seated. (please see seating possibilities)

FEES AND PAYMENTS

6. The User must pay to the school a fee including GST as agreed and written out in the contract and as advertised on the website for the use of the Premises and Equipment for the duration of this Licence.

As security for the performance the User's obligations under this Licence including but not limited to the cost of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of lost keys the User must pay a deposit of **\$500.00** to the BTTC. The deposit will be refunded on the date of termination of this Licence provided the Premises and Equipment have been left in a satisfactory condition and once the account has been settled in full. The cost to repair any damage done to the BTTC property before, during or after the function caused by the Hirer or their guests and any outstanding fees will be deducted from the bond. Should the cost to "make good" any damage done exceed the bond paid, the Hirer will be billed accordingly.

Payments of fees and deposit are to be made to the School.

PRICE QUOTED:

7. Rates are in AUD and current until January 2017 unless otherwise stated. Food and Beverage prices may fluctuate in accordance with market prices. The Hirer will be notified of any changes to quoted prices. Actual prices charged should be confirmed by the Hirer immediately prior to the event.

PAYMENT METHOD:

8. Advanced payments can be made by direct bank deposit, Credit Card or cash. Payment at the end of the function must be made by Credit Card, Cash or direct bank deposit.

DEPOSITS:

9. A 50% deposit of hire charges will be required 1 week before the function. The deposit amount will be deducted from the final balances payable.

STANDARD PAYMENT ARRANGEMENTS:

10. All outstanding payments, including extra cleaning expenses, should be made immediately after the function.

SPECIAL PAYMENT ARRANGEMENTS:

11. In some circumstances an invoice will be issued on a 14 days payment basis. However, this will require the prior approval from the BTTC Manager.

DEBT COLLECTION:

12. Payment of any cost or legal fees incurred in the collection of outstanding accounts is the responsibility of the Hirer.

Bookings

ADVANCED BOOKINGS:

13. Functions can not be confirmed more than 12 months in advance.

TENTATIVE BOOKINGS:

13.1 Tentative bookings are welcome and the Busselton Trade Training Centre will endeavour to accommodate such requests. A tentative booking made more than 3 months in advance will only be held for 7 days.

BOOKING CONFIRMATION:

13.2 To confirm a booking the Hirer is required to

- pay Bond in full
- Sign the Licencing / Terms and Conditions and Venue Booking Forms.

AMENDMENTS TO BOOKINGS:

13.3 Any requested changes to the Hirers booking must be submitted in writing (email, fax or letter) for approval.

CANCELLATION POLICY:

14. Any Cancellation must be received in writing and may incur a fee as outlined below:

Cancellation of the Hirers booking...

- | | |
|--|------------------|
| • more than 30 days prior to booking | No charge |
| • more than 21 days prior to the booking | 50% of total... |
| • less than 21 days prior to the booking | 100% of total... |

...venue hire fee or bond, whichever is the lesser amount.

TERMINATION AND SUSPENSION

15. The BTTC may suspend this Licence during any period:

- (i) when any part of the Premises is urgently required to provide accommodation for students or the public as a result of an emergency or disaster; or
- (ii) when any part of the Premises is required for the purposes of a federal, state or local government election or referendum.

15.1 The BTTC may terminate this Licence on one week's notice if the User significantly or repeatedly breaches any condition of this Licence, the Act, any regulations made under it or the Conditions of Use attached to this Licence.

15.2 The User may request the termination of this Licence by giving the BTTC notice in writing. The BTTC will then terminate this Licence and make any appropriate adjustment of the fees and refund of the deposit but this Clause does not prejudice any liability the User may have arising from any prior breach of the User's obligations under this Licence or under the indemnity .

15.3 If either party is aggrieved about matters of access or breach or termination of this Licence the parties will follow the grievance procedures set down in the Policy and Guidelines for Community Use of School Facilities.

HOURS:

16. The Busselton Trade Training Centre (Hospitality) **office** is open **from Monday to Friday** between **9am and 3pm** and facility viewings will be limited to these days and times and need to be agreed upon due to possible usage by other Hirers.

OBLIGATIONS

ADVERTISING:

17. No advertising will be placed on the grounds of Busselton Senior High School without prior written approval.

CATERERS:

18. BTTC has a right of approval over catering arrangements. The Catering Company needs to outline the use of the Centre in written form (email, fax or letter) and the Centre Manager will then discuss the terms and, under certain circumstances, amend the contract for the Hirer according to the needs of the Caterer.

CROCKERY, CUTLERY, GLASSWARE, KITCHEN ITEMS:

19. If the use of our equipment is required please fill in the separate hiring sheet which details the cost of each item (if additional cost incur). Any breakage or loss will be deducted from the bond or billed separately if the damage exceeds the amount paid.

SMOKING:

20. The Busselton Trade Training Centre is situated on the grounds of Busselton Senior High School and is therefore a strictly no smoking venue.

SECURITY:

21. Certain events may require approved security personnel. The Hirer will take all reasonable steps to ensure the safety of members and their guests using the BTTC during the hire period. The facilities will be fully supervised by the Hirer to ensure order and decent behaviour is maintained. The BTTC retains the right to eject any person from the premises for inappropriate behaviour.

DAMAGES:

22. The Hirer is responsible for the cost of any damage incurred by guests who wilfully or negligently cause such damage. Please report any damage discovered prior to booking to the BTTC Management. This will ensure the Hirer will not be held responsible. Should anything need to be affixed to any of the BTTC property, The Management must be advised prior to the function date. No tape is used on any paintwork.

CLEANING:

23. All areas used must be left in a clean and tidy condition. Floors must be swept and bins must be emptied prior to leaving the property. Should the BTTC require additional cleaning because of the Hirers' use of the facility and failure to clean the property ready to use, the Hirer will be invoiced for these additional costs. (Please see additional sheet)

RUBBISH:

24. Disposal of Rubbish remains the responsibility of the Hirer. Rubbish bins will be available for normal waste disposal. Please discuss additional or special waste with the Management prior to commencing the function in order to allow time to organise additional rubbish bins.

BEVERAGES:

25. The BTTC is an unlicensed venue. If you wish to serve and/or sell alcoholic beverages you will need to obtain the required permissions and provide staff with the required qualifications.

INSURANCE

26. The User must during the term and continuation of this Licence effect, maintain and keep current with an insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia to the satisfaction of the Minister the following insurances:

(a) Public liability insurance covering the liability for claims arising out of the use or occupation of the Premises and/or Equipment for a minimum amount of \$5 million for any one occurrence (see appendix B for information on appropriate insurance coverage).

(b) Workers' Compensation insurance in accordance with the provisions of the *Workers' Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than \$50,000,000 for any one event in respect of workers of the User.

The User will not do or omit to do any act or thing or bring onto or keep anything on the Premises which might render the insurances void or voidable.

The User must give to the Minister sufficient evidence of the insurances required or provide certificates of currency of such insurances as required by the Minister.

Failure to Insure

If the User fails to obtain the required insurances, the Minister may do so on behalf of the User and the User must pay the cost incurred by the Minister.

If an insurance policy is held details of the insurance policy are recorded below:

Name of Insurer: _____

Policy No: _____

Date of Expiry: _____

CONDITIONS OF USE

27. The User acknowledges being bound by the Act and all Regulations made under it and agrees to be bound by the Conditions of Use.

MANAGEMENT COMMITTEE

28. A Management Committee or other appropriate management structure may be formed to administer daily business associated with the agreed use of the Premises and Equipment and where appropriate advise the Manager and the User on any disputes arising between them and recommend ways of resolving any such dispute.

Where a Management Committee has been formed the names of the Committee members and the interests they represent are recorded below.

.....
.....
.....
.....

SIGNED

.....
(Manager) (please print full name in block letters)

.....
(person responsible for User) (please print full name in block letters)

Person responsible for turning off electrical equipment, securing the premises and leaving them in a neat and tidy condition:

Name _____

Address _____

Telephone _____

CONDITIONS OF USE

The User agrees:

- (a) to use the Premises and Equipment only on the dates and at the times specified in the Licence;
- (b) not to interfere in any way with the operation of the School, with records, materials or equipment of the School, with its staff or students and in particular not to use any machinery or equipment other than the Equipment agreed upon
- (c) not to remove the Equipment or any part of it or any other property of the Minister from the Premises and to ensure that the Equipment and any other property of the Minister are left as found;
- (d) to permit the BTTC to use the bond towards meeting the costs of repair or replacement of the Premises, the Equipment and stock (including food stock in the canteen), call out to security alarms and replacement of locks and keys in the event of loss or theft.
- (e) not to make or permit any structural alteration, including the attaching of nails, screws or other fastenings to walls or fittings, to the Premises or any other property of the Minister;
- (f) to comply with any request by the BTTC and with all laws and departmental policy concerning the use of the Premises and Equipment including, without limitation, regulations which prohibit smoking on the Premises and laws relating to the sale or consumption of alcohol;
- (g) to produce on request evidence of the User's ability and qualifications to supervise activities, on the Premises, and/or Equipment, which may result in risk of injury;
- (h) not to permit any alcohol to be brought upon or remain on the Premises or the School grounds without permission from the BTTC and to comply with regulations regarding alcohol on school premises;
- (i) to ensure that no illegal activity is carried out upon the Premises by persons on the Premises with

- the User's knowledge;
- (j) to leave the Premises and any toilets or other parts of the school buildings and all routes of access and exit used by the User in a clean and tidy condition;
 - (k) to ensure appropriate supervision of and accept responsibility for the behaviour of persons using the Premises or Equipment with the User's knowledge;
 - (l) to allow the BTTC or any nominee to enter the Premises at any time to inspect the Premises and Equipment and to make any repairs the BTTC deems necessary;
 - (m) to vacate the Premises on or before the authorised time on the day of use and to lock up and secure the Premises after use;
 - (n) not to have keys duplicated and not to pass any keys to third parties;
 - (o) to use only the Premises and Equipment specified in the Licence;
 - (p) to repair or make full restitution to the BTTC's satisfaction for any damage to the Premises, the Equipment or other property of the Minister for Education;
 - (q) to cease use of Premises or Equipment found to be unsafe and to notify the BTTC by phone before the beginning of classes on the next school day and then in writing;
 - (r) to notify the BTTC immediately in writing of any injury to any person during use of the Premises or Equipment and to provide such statements from witnesses and the injured person as the BTTC Management may require;
 - (s) to comply with obligations of the Copyright Act;
 - (t) to ensure that where the Premises include a swimming pool, the following precautions are observed:
 - infants and non-swimmers must not be admitted to the pool area unless accompanied by an adult.
 - an adult must be nominated by the User to assume responsibility for good order
 - entry to the pool must be supervised.
 - no alcohol is permitted near or within the pool
 - specific directions of the Principal or nominee regarding safety are to be complied with (e.g. suitably qualified supervision of pool activities).
 - (u) the User has read and understands these Conditions of Use.

.....
(User Signature)

.....
(please print full name in block letters)