



ST PHILIP'S CHRISTIAN COLLEGE CESSNOCK FACILITY USE TERMS AND CONDITIONS

The hirer agrees;

- To use the facilities and premises in the manner and for the purpose that it was designed to be used and at the days and times as agreed to.
- To report all injuries resulting from activities to St Philip's Cessnock within 24 hours where this is reasonably achievable. The report should contain all relevant details including persons involved, cause of accident, organisational response and medical treatment.
- To immediately report by phone any WHS concerns pertaining to the property that might impact on the safety of any persons in and around these facilities;
phone 40075000 Mon – Friday 8.00am-3.30pm, at other times the emergency contacts are the St Philip's Property Manager on 0412 051 237 or the Business Manager on 0419 006 284.
- To co-operate with the College by complying with all health and safety initiatives and directions. **This also applies to all COVID-19 requirements.**
- To have appropriate Child Protection policies and procedures in place, including a "Working with Children Check" for all staff and volunteers.
- To leave the facility in a clean and tidy condition at the end of each use and remove all rubbish food scraps, drink containers, bottles and cans from the school premises or place them in the bins provided.
- To sweep, clean up any spillage by application of appropriate cleaning liquids and agents and leave the toilet and or change rooms (if applicable) in a clean, safe and sanitary condition.
- To vacate the facility at or before the end of the time of use and turn off all lights, air conditioning and close and lock all windows and doors as well as College gates, where applicable.
- To observe the '**NO SMOKING**' and '**NO ALCOHOL**' policy that applies to all College grounds and ensure all spectators/attendees also adhere to the policy. Penalties may apply in compliance with the appropriate Government Acts.
- To only use designated car parking.
- Alterations and or additions to the Premises cannot be made including, but not limited to, the adding and or changing of locks. The College requires access to all areas of buildings at all times and will remove any unauthorised locks.
- To pay for the replacement (at cost) of keys or any items lost or not returned. All allocated keys are to be returned at the end of each facility allocation.
- To pay for remediation works for any damage caused by the hirer to the facility, grounds and or equipment.
- To adhere to any College 'Grounds Closed' decision. The decision regarding ground closures will be at the discretion of the College. The hirer will be notified of the decision as soon as is practicable.
- To notify the College of any allocation that is no longer required.

- To produce a copy of the organisations **Certificate of Currency** for Public Liability Insurance to a minimum of \$20m noting the interests of St Philip's Christian College Cessnock.
- To have tested and tagged all electrical equipment that is bought on site and is compliant with current legislative requirements. Smoke producing machines fires, the lighting of candles, naked flames or flammable items are not permitted at St Philip's Christian College Cessnock without prior consent from the Facility Manager.
- St Philip's Christian College Cessnock reserves the right to change any allocation to meet College requirements. Any change will be communicated by the Facility Manager in writing as well as via telecommunications.

The hirer agrees that should there be a breach of any of the terms above;

- The Facility Manager shall be entitled to terminate the Contract, and require the immediate vacating of the Facility by persons using it. If such circumstances occur, the College shall not be liable for any loss or damage suffered by the termination or pay any compensation because of the termination.
- The Facility Manager will notify the hirer in writing of the reason for the termination of the contract and if applicable, give a timeframe for the remediation of the breach by the hirer. At such time, the hirer will have the right to appeal this termination in writing addressed to the Facilities Manager.
- The College shall be entitled to recover from the Hirer, the cost of remedying or rectifying any breach of this agreement including the but not limited to legal and court costs of such recovery.

The hirer accepts full and complete responsibility;

- For any loss or damage to any personal or club property.
- For property on hire or loan.
- For any contents stored at the facility, prior to, during and after the time of hire.

Grievance Policy

All grievances or complaints must be made in writing addressed to the Facility Manager. The Facility Manager will liaise with all appropriate parties to bring resolution to the matter.

Definitions and Variations

- No amendment or variation of these terms is valid unless in writing and signed by both parties.
- **"Facility"** is defined as buildings, sporting fields, amenities and other areas designated by the College for use by the hirer.
- **"College"** is defined as St Philip's Christian College Cessnock.
- **"Hirer"** shall mean the person, organisation, company, club or other body to which the use of the facility is granted.

Management of Agreement

In matters pertaining to the management of this agreement, the College is represented by the Business Manager, and in his absence, by the Deputy Principal.