

# HENSCHKE PRIMARY SCHOOL



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## Lease Agreement for the Henschke Community Hall.

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1. This Agreement is made between: Henschke Primary School, Wagga Wagga.  
and \_\_\_\_\_ ("Hirer")
2. The School agrees to allow the Hirer non-exclusive use of the Henschke Community Hall.  
This agreement shall commence at \_\_\_\_\_ on \_\_\_\_\_ and terminate at \_\_\_\_\_  
on \_\_\_\_\_. The premises will be used by the user only for the times and date listed  
Time Date Time  
Date
3. The Hirer agrees to pay Henschke Primary School the sum of \$\_\_\_\_\_ **booking fee** for use of  
the Henschke Community Hall, plus a **\$500 bond, to be paid in separate cheques, made out to  
Henschke Primary School.** All fees are to be paid at the time of booking. A \$50 cancellation fee  
applies to all cancellations.
4. The School is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer's use of  
the Henschke Community Hall. The Hirer releases the School from any claims, demands, actions,  
costs and expenses arising out of, in connection with or caused by the Hirer's use of the Henschke  
Community Hall.
5. The Hirer indemnifies the School from and against all claims, demands, actions, costs and expenses  
arising out of, in connection with or caused by the Hirer's use of the Henschke Community Hall.
6. The Hirer agrees to effect public liability insurance for an amount of not less than \$20 million and to  
provide a Certificate of Currency to the School prior to commencement of the hire period. The Hirer  
agrees to keep the policy in force for the full duration of the hire period.
7. The Hirer agrees to reimburse the School for the full cost of repairing any damage caused to the  
Henschke Community Hall, facilities or equipment during the hire period. Repair and/or cleaning  
costs will be deducted from the deposit. Refer item 2 of the attached Conditions of Hire.
8. The Hirer agrees to notify the School of all injuries or damage arising out of the Hirer's use of the  
Henschke Community Hall within 5 days of becoming aware of the injury or damage.
9. The Hirer agrees to abide by the conditions set out in the attached **Conditions of Hire** of the  
Henschke Community Hall.
10. The Guarantors acknowledge that this Henschke Community Hall Hire has been granted to the Hirer  
at their request and in consideration of this request they agree for themselves, their executors,  
administrators and assigns with the School as follows:
  - 10.1. they unconditionally guarantee jointly and severally to the School the payment when  
demanded from the Guarantor of every sum of whatever nature payable by the Hirer to the  
School under this Agreement up to the sum of \$2,000.00 (Two thousand dollars);
  - 10.2. if the Hirer fails to perform any of the covenants in this Agreement between the Hirer and the  
School the Guarantor indemnifies and keeps indemnified the School from and against all  
action claims costs and damages arising out of any such non-performance up to sum of  
\$2,000.00 (Two thousand dollars).

**Signed by the Hirer or duly Authorised Officer(s) of the Hirer:**

Signature(s): x \_\_\_\_\_ x \_\_\_\_\_ Date: \_\_\_\_\_

Name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

Contact number \_\_\_\_\_

**Signed by the Guarantor(s):**

Signature(s): x \_\_\_\_\_ x \_\_\_\_\_ Date: \_\_\_\_\_

Name(s): \_\_\_\_\_

Address(es): \_\_\_\_\_

\_\_\_\_\_

**Signature of Witness to Guarantor(s):** x \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

**Signed by the Principal or Delegate for the School:**

Signature: x \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

OFFICE USE:

<b>SCHOOL CHECKLIST</b> ✓		
1	<input type="checkbox"/>	Name of the insured on the Public Liability Insurance Policy is same as the Hirer on page 1.
2	<input type="checkbox"/>	Public Liability cover is a minimum of \$20 million & current <u>for the entire hire period</u> .
3	<input type="checkbox"/>	Liquor Licence has been sited and copied.
4	<input type="checkbox"/>	Hire fees for the hire period paid and Bond amount paid in cleared funds.
5	<input type="checkbox"/>	One or two responsible individuals with community standing and financial means to give a personal guarantee (jointly and severally) to meet action claims costs and damages etc.
6	<input type="checkbox"/>	Fixed equipment & portable equipment tested for operation <b>prior</b> to hire period.
7	<input type="checkbox"/>	Parking/Neighbours particular requirements (if any) explained.
8	<input type="checkbox"/>	Fixed equipment tested for operation <b>after</b> hire period.
9	<input type="checkbox"/>	Portable equipment (e.g. microphone) tested for operation <b>after</b> hire period.

## CONDITIONS FOR HIRE OF HENSCHKE COMMUNITY HALL

1. Applications for use of the Henschke Community Hall must be made in writing to the Booking Officer or School Principal.
2. A bond of \$500.00 in cleared funds must be deposited with the School Principal prior to the function and **will be refunded in full provided that no damage is done to the building, facilities and equipment, and the surrounding property is left clean and tidy and all hire fees have been paid in full.** Loss of keys may entail replacement of locks and this will be at the discretion of the School Principal and is at the liability of the Hirer. Should any damage occur, the School Principal's assessment shall be final.
3. **Charges for the use of the Henschke Community Hall must be paid at the time of making the booking, or, in the case of very short term use, by arrangement with the School Principal.** A \$50.00 cancellation fee applies to all cancelled bookings.
4. Nothing is to be attached in any manner to the walls, windows, doors, partitions, floors, ceiling, curtains, blinds or any part of the buildings, nor shall stages, scenery, lighting, special effects, signs etc. be erected nor heavy items brought into the Henschke Community Hall or grounds without the permission of the School Principal.
5. The Hirer must not knowingly use the Henschke Community Hall or any part of the Henschke Community Hall for any purpose which is inconsistent with the teachings of the Catholic Church. This Hire Agreement will be terminated if the Hirer is using or has used the Henschke Community Hall or any part of the Henschke Community Hall for any purpose which is inconsistent with Catholic teachings.
6. The School reserves the right to refuse to let the Henschke Community Hall facilities at the discretion of the School Principal, in which case all monies paid for the particular hire will be refunded.
7. The School makes no warranty or representation to the Hirer about the condition of the Henschke Community Hall, facilities or equipment or their suitability for the Hirer's purpose. The Hirer acknowledges that they have inspected the building, facilities and equipment and warrants that they are suitable for the Hirer's purpose.
8. It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for the planned activities. If entertainment is to be provided, it must be in keeping with the values and standards of the Church and the School. All programs must be submitted for approval prior to the hiring period.
9. The School will not be responsible for the acts or omissions of contractors engaged by the Hirer. It is recommended that Hirers ensure all contractors (e.g. caterers) have public liability insurance.
10. If kitchen facilities are to be used, all appliances must be left in a clean and tidy condition. **No food or drink may be left in the cool room and all bottles and rubbish must be taken off the school site and disposed of at the hirer's cost .** All chairs are to be stacked in groups of 12 and return to the storeroom. Toilets must be cleaned, swept and mopped. All external doors must be locked. **Do not turn off the cool room.**
11. No sales of any kind are permitted without prior approval.
12. Sub-letting of the Henschke Community Hall or any facilities or equipment is not permitted.
13. In case of any disputes arising, the decision of the School Principal shall be final.
14. Noise (music, singing, public announcements etc.) must be contained within the requirements of the Wagga Wagga City Council.

**Additionally, music must cease on Friday and Saturday or any day preceding a Public holiday by 12 midnight and on Sunday through to Thursday by 10 pm.**

15. The Hirer of the Henschke Community Hall and guests are confined to the Henschke Community Hall and its accompanying facilities and this does not extend to the school and playground.
16. The Hirer is aware that the Henschke Community Hall is in a residential area and that all persons attending the Henschke Community Hall must refrain from any behaviour including parking and movement of vehicles which could be reasonably construed as disturbing the neighbours or infringing upon a person's property and/or rights.
17. Under no circumstance shall liquor be sold until approval from the School Principal has been obtained and the necessary liquor licence is sighted at the time of obtaining the Henschke Community Hall key and payment of the bond.
18. Normal liquor regulations apply. A Liquor Licence is to be obtained if alcohol is being served. Alcohol is not to be served to attendees or guests or consumed by attendees or guest who are under 18 years of age.
19. Approval for the consumption of alcohol may be withheld at the discretion of the School Principal. **No alcohol is to be consumed outside of the Henschke Community Hall.**
20. Please note that Parish and school grounds are generally secured and access is only available at agreed times. Henschke Community Hall patrons are requested to park in the school or Church car park or in the street, but not on the lawn or nature strip in front of the school or Church property.
21. **Henschke Primary School is a no-smoking area. Smoking is not permitted in the Henschke Community Hall or anywhere on school grounds.**
22. The School accepts no responsibility for private property brought into or left in the Henschke Community Hall or on school premises.
24. The guarantee and indemnity by the Guarantor(s) shall not be affected in any way by any of the following:
  - 24.1. any variation with or without the consent or knowledge of the Guarantor of any of the covenants in this Agreement;
  - 24.2. any breach of the obligations of the Hirer with or without the consent or knowledge of the Guarantor or the School;
  - 24.3. the granting by the School of any time or indulgence to the Hirer for the performance of any of the obligations of the Hirer;
  - 24.4. the Hirer being wound up or passing a resolution for its liquidation or entering into voluntary administration or any other arrangement with its creditors;
  - 24.5. the giving of any notice of termination of this Agreement;
  - 24.6. the absence of any notice to the Guarantor of default by the Hirer in respect of this Agreement;
  - 24.7. the execution of the guarantee herein by only one guarantor; or
  - 24.8. any other circumstance or thing which but for this provision might determine or impair the operation of the guarantee or indemnity given in this clause by each Guarantor.

I have read and understand the conditions above and agree to adhere to these conditions. I realize it is my responsibilities to make these conditions known to all people involved in the use of the Henschke Community Hall.

\_\_\_\_\_  
(Hirer's Name, please print)

\_\_\_\_\_  
(Hirer's signature)

\_\_\_\_\_  
(Guarantor's Name, please print)

\_\_\_\_\_  
(Guarantor's signature)