

LIVING WATERS LUTHERAN COLLEGE



HIRE OF COLLEGE FACILITIES LEASE ARRANGEMENT WITH THIRD PARTIES

Facilities at Living Waters Lutheran College are available for hire and lease under the following arrangements:

Living Waters Lutheran College will make its facilities available for hire or free use to like-minded organisations (schools, churches, community groups) as support to the local community and to foster community spirit within and to the College. The College recognises that it owns facilities that are not always fully utilised and would benefit other organisations that do not have such facilities.

The College has the following facilities available for hire, subject to availability:

- Gymnasium/ Multi-purpose Hall
- General Classrooms

Living Waters Lutheran College will, from time to time, enter into both short and long-term lease arrangements with third parties wishing to utilise facilities of the College. These may be ad-hoc or one-off leases, or may be longer leases with more permanent tenants.

To ensure that Living Waters Lutheran College is adequately protected by law, and to provide parameters over-seeing the establishment of such leases, the following guidelines must provide the basis for any lease.

- All lease arrangements will only be made with parties who do not actively subscribe to attitudes, behaviour, or philosophies that directly contradict or oppose the mission and vision of Living Waters Lutheran College.
- As lessees or hirers may be located on the College site, the Principal shall determine for each lease whether employees of the lessees or hirer must be subject to a police check and other security measures in order to maintain a duty of care to students, staff and volunteers of the College.
- Ad-hoc leases or one-off arrangements (of less than one term duration) must be approved by the Principal, Deputy Principal or Business Manager. Any third party undertaking such leases must pay for any damages occurring directly from their use of the facilities.
- Leases greater than one term's duration must be approved by the Principal in consultation with the College Board of Living Waters Lutheran College Inc. All leases will be in strict accordance with accepted legal practices dealing with lease arrangements.
- A lease or hire agreement will be in place for long and short term arrangements, respectively. The agreements will cover such things as the duration of the agreement, times and days of access and use, termination and notice, lease/hire fee, payment terms, insurance, security, ancillary services (e.g. audio and lighting services), responsibility for utility services (e.g. water, electricity, rates etc.), damages and loss, responsible contact officers and other terms identified from time to time.
- Long term leases of greater than one year will have conditions allowing periodic review of the terms and charges.

An application to hire a facility will only be guaranteed upon confirmation of booking by the Principal or Business Manager. To inquire about a booking, please contact Shelley Lee on 9593 1211 or email slee@livingwaters.wa.edu.au

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2024 HIRE CHARGES SCHEDULE

Facility	Fee
Gym / Multi-Purpose Hall (includes stage if required)	\$66.00 per hour
Classroom (includes desks & chairs if required)	\$33.00 per hour
Hire Bond (to recover costs of extra cleaning or minor damage). <i>Refundable after hire if all in good order.</i>	\$250.00 (no GST)
Chairs (there are 388 available)	\$66.00
Cleaning (all spaces must be cleaned by the College's cleaners after each hire) Not applicable to gym hire for sports usage.	\$165.00 per day
Pre-organised attendance by College staff for any reason, including opening, closing, alarm setting/unsetting etc.	\$77.00 per hour (or part of per call-out)
Other attendance by College staff (not pre-organised) for any reason, including opening, closing, and public holidays, alarm activation or matters arising during the hire.	\$99.00 per hour (or part of per call-out)

Please Note:

- 1. All prices include GST, where applicable.*
- 2. The College does not hire out the use of sound equipment, including sound boards, microphones or speakers.*
- 3. The College does not hire out electrical equipment of any kind, or any stage equipment.*
- 4. Hire of the gym includes the use of the football goals and basketball nets, but no other sports equipment.*
- 5. The College Chapel is not a College building for the purposes of hire. For hire of this facility please contact Rockingham Mandurah Lutheran Church (08) 9593 9544.*
- 6. The College may at any time cancel, relocate or reschedule bookings if the College needs to use the buildings for it's own purposes, such as performances, events, rehearsals etc*

For office use only (calculation of charges):

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CONDITIONS OF HIRE OF COLLEGE FACILITIES



Bookings

1. Tentative bookings will only be held for a period of 14 days.
2. Failure to pay any fees or bonds, requested in advance, will result in withdrawal of the hire agreement. Any payment which is dishonoured or rejected by a financial institution shall also result in withdrawal of the agreement.
3. No booking will be accepted from any person under the age of 18 years unless the application is signed by a guarantor.
4. No bookings will be accepted more than 12 months in advance.
5. Any requested advance fees or bonds shall be paid 14 days prior to hire, unless otherwise arranged.

Cancellation

6. In the event of cancellation the deposit will be retained.

Duration and scope of Hire

7. The HIRER is required to keep their use of the facility within the time applied for and approved. Access to the facility is not permitted at times outside of those approved. If set up and shut down time is required prior to and after the function, it will be necessary for this to be included in the approved hire period and this will incur additional charges.
8. The HIRER must provide an estimate of the maximum number of people attending the function at the College facility. This number shall not be exceeded.
9. Only those areas applied for are available for use.
10. The HIRER shall not make the College facility, any part of it or any other part of the College available or accessible to another organisation, group or individual with or without charge without the prior consent of the College's Principal or Business Manager.
11. The HIRER may not advertise the use of the facility or the function at the College without the approval of the College's Principal or Business Manager.
12. The basketball backboards and rings, football goals and the stage in the College Gym / Multi-purpose hall are not to be used unless specifically requested and approved by the College.

Prohibited Activities or Activities Requiring Permission

13. The following activities are prohibited on, in and around the College facility:
 - a. SMOKING IS NOT ALLOWED in the facility or anywhere on the College grounds. The College is a "smoke free" zone.
 - b. ALCOHOL IS NOT ALLOWED in the facility or anywhere on the College grounds. The College is an "alcohol free" zone.
 - c. Fixing of nails, screws or other fittings to the building or structure.
 - d. Alterations to electrical, gas or plumbing installations.
 - e. Lighting of fires or discharge of firework.
 - f. No food is allowed in the gym (no exceptions).
14. The following activities require specific approval PRIOR to hiring:
 - a. Erection of any temporary structure (e.g. staging, marquee, sunshade, portable toilet etc.).
 - b. Wearing of roller skates/blades, use of skateboards, cycles, scooters or other such devices of movement.
 - c. Ball games or similar activities in a facility not designed or expected to be used for such activities.
 - d. Sale or provision of food or beverages.
 - e. Bringing any animals on the facility.
 - f. Bringing any item of equipment onto the College campus. All electrical items must be safety tested by the HIRER prior to approved use in the facility.
 - g. Equipment to be placed onto the sports surface is to be inspected prior to approval being given (No metal legs, hard castors).
 - h. Use of a portable barbecue or other cooking equipment.
 - i. Use of flammable material, liquid, fuel or other flammable source of energy.
 - j. Display any sign, boarding or notice for the purpose of advertising.
 - k. Ask for, receive or indicate that he or she desires a donation of money or any other thing.
 - l. Operation of sound and lighting systems.

Insurance

15. **The HIRER shall provide evidence with the application of current Public Liability Insurance Policy to the value of \$10 million for bodily injury to persons.** No application will be approved until the College's Principal or Business Manager has sighted evidence of such insurance cover. The HIRER shall also have contents insurance for damage to property and equipment owned by the HIRER.

Safety and Instructions

16. For gatherings of greater than 200 people, the HIRER shall provide an evacuation/emergency plan with their application.
17. The HIRER and persons associated with the HIRER shall at all times observe directions of College officers or their agents and comply with instructions given. The HIRER shall comply with the instruction of emergency services personnel in order to protect the facility or users of it.
18. All care must be taken by the HIRER to ensure that noise is kept to acceptable levels as specified under the Environment Protection (industrial noise) Policy 1994 of the Environment Protection Act 1993. In the event that amplified sound or music being played during the period of hire, the HIRER is to ensure that the volume is kept to a level so as not to inconvenience nearby residents. The College may withhold payment of the security bond where there has been serious breach of noise (e.g. where the disturbance has necessitated the attendance of Police) in recognition of impact on the name and image of the College.
19. The HIRER must remind patrons that children must be under adult supervision AT ALL TIMES.
20. Exit doors are to remain clear and shut at all times and are not to be used for general access but for emergency exit only.

Cleaning

21. On occasion, there may be charges of an additional fee for basic cleaning to ensure that the facility is ready for use by the College or other hirers. However, it is expected that the HIRER will remove all debris, decorations, foodstuffs, drink containers and other waste during their approved hire times. All debris and waste is to be placed in garbage bags and placed in rubbish bins provided. Any additional costs of cleaning or removing any soiling, marking or excessive mess above and beyond the basic cleanings, shall be at the cost of the HIRER.

Access (keys and security)

22. The College will, at its sole discretion, either provide the HIRER with a key and a security code, or will arrange for a College staff member or agent to open and close the facility (for an additional charge). The keys and code will be issued the working day prior to the booking. Keys shall be returned to the College on the first working day after the booking, or under such other arrangements as agreed with the College. These arrangements will be confirmed when the hire application is approved. Where keys are not collected during College hours, the College staff are required to issue the keys and code after hours, a call-out fee will be charged to the HIRER. Where the HIRER loses keys, the cost of replacement keys (and cost of re-keying locks if deemed necessary) will be charged to the HIRER or deducted from the hire bond.
23. The HIRER shall take necessary steps and provide resources to secure the facility and the property of the College during and on completion of the period of hire. All equipment, valuables and personal effects brought onto the College property by the HIRER or an associate shall remain the responsibility of the HIRER.

Car Parking

24. Parking is in the College car park only. No vehicles are to be parked or driven on paved or grassed areas around the facility without approval from the Principal or Business Manager. Only those people with disabled parking permits shall park in those areas marked for the disabled.

Completion of Hire

25. The HIRER will replace any furniture and equipment that is moved by it to their original position after the function. The HIRER will ensure that proper care is taken of the premises, external surrounds and all contents. Any damage or loss sustained to the property or equipment which occurs while the premises are being used by the HIRER will be made good to a standard required by the College. The cost of any repair shall be deducted from any security bond and if this is insufficient, a tax invoice payable within 14 days shall be raised by the College.
26. The security bond shall be refunded within 14 days of the period of hire, subject to inspection by the College and the satisfactory return of the facility to the College. Charges for additional hours or costs to reinstate the facility to its condition prior to hire will be deducted from the security bond.

Breach of Conditions

27. A breach to one or more of these conditions may lead to withdrawal of any approval to hire which may have been granted to any person, group or member of the HIRER.

Living Waters Lutheran College

Application for Hire of College Facilities



Name of Organisation			
Organisation Representative's Name		Position	
Address			
Suburb		Post Code	
Telephone		Mobile	
Email Address			
Facility to be hired:		<input type="checkbox"/> Gymnasium/Multi-purpose Hall <input type="checkbox"/> Classroom/s (number of classrooms ____)	
Proposed use (describe the function)			
Do you require the use of chairs, basketball hoops or football goals? (Please specify)			
Specify the day(s) and time(s) the facility will be required (include set up and shut down dates and times):			
<input type="checkbox"/> For one time hire	Date		Times
<input type="checkbox"/> For regular or multiple bookings	Every		First Date of Use
	Last Date of Use		Or Dates
	Times	(including setup and packing-up)	
Will the facility be required during school holiday periods?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Estimated number of people attending		Estimated number of vehicles parked	
Will you or your organisation be charging an entrance fee?		If so, how much?	
<input type="checkbox"/> Yes <input type="checkbox"/> No			
What specific approvals are required? (See Conditions of Hire)			
Application checklist: <ul style="list-style-type: none"> I have read and agreed to the Conditions of Hire attached to this application and agree to pay the hire costs listed in the schedule. I have attached a copy of our Public Liability insurance cover. I/we agree to pay the security bond nominated by the School and understand that this may be used to make good any damage or loss suffered by the College as a result of the hire. I/we agree to use the facility solely for the purpose stated in this application. I/we agree to indemnify the College and all persons and bodies acting for and on behalf of the College against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses whatsoever (including injury to persons and damage to or loss of property) for which I or the organisation I represent may be or become liable directly or indirectly arising out of the use of the College facility during the period specified in this application. If the lease period is greater than one year the College reserves the right to periodically review (at least annually) the terms and charges for usage. Hire and cleaning charges (including GST) (as calculated on Hire Charges Schedule Page), are to be paid on demand. Any additional charges will be added to the invoice after the hire is completed, or will be deducted from the hire bond of \$250.00 (no GST) which is to be paid prior to hire. Any balance of the hire bond will be refunded. 			
Signature of applicant		Date	

Office use only			
Application	<input type="checkbox"/> approved <input type="checkbox"/> not approved	By (name)	
Date	Hire and Cleaning Charges		
Booking confirmed to hirer on (date)		By (name)	
Method of communication (email or telephone – attach copy of email)		Receipt Number	