

Dimboola Memorial Secondary College

STADIUM HIRE POLICY



BOOKING THE FACILITY

1. A request to book the use of any part of the facility must be made through the office.
2. At the time of lodging the request, the date and time will be recorded. The booking will be confirmed on the lodgement and completion of the hire agreement, the undertaking agreement, and payment of a refundable deposit of \$300. If the documents and deposit are not lodged within 7 days, another booking may be made to someone else. Evidence of a public risk insurance policy is also required before permission will be granted.
3. Cancellation of a booking must be notified at least 30 days prior to the intended date of use; failure to comply may result in forfeiture of the deposit.

FACILITY USAGE

The Hirer shall -

1. Nominate a person responsible for opening and closing the facility who shall remain in attendance for the period of the hire and accept the responsibility for ensuring that the terms of the hire agreement are adhered to.
2. Obtain such permits and authorisations as may be legally required for the conduct of the intended activity and observe any provisions contained therein.
3. Take due care of all facilities including paintwork, furnishings, fittings and equipment. No items are to be removed from the premises without prior authorisation from, or on behalf of the *Principal*. The hirer shall be responsible for the replacement or repair associated with any loss or damage during the period of hire, other than fair wear and tear.
4. Ensure that they have access to the appropriate skills for the safe and proper operation of any equipment, including light and sound equipment.
5. Use no electrical equipment other than that supplied without first gaining approval to do so.
6. *At all times entitle the Principal and/or representative of School Council or authorised representative to free access to every part of the building notwithstanding any hiring.*
7. **Ensure that the first person to enter the building immediately turns off the alarm system-\$200 penalty will be incurred if security is called.**
8. Be responsible for leaving the facility in a condition such that it is useable by the school for normal purposes. Specifically, this will involve
 - Place all rubbish in the containers provided.
 - Restoration of furniture to its normal place or elsewhere, as otherwise agreed.
 - Extinguish lights when vacating the premises.
10. On leaving the stadium, check that everyone has left, the building is locked and all equipment turned off and that the **alarm system located in the Assembly Hall foyer is switched on immediately before leaving the building.**
11. Return the keys promptly to the College during school hours.
12. If furniture from a classroom is required, it must be obtained between 3:30 pm and 5:00 pm at which time the alarm system comes on. It must be returned between 7:30am and 8:45am on a school day ready for classes.
13. **It is an Education Department Regulation that the school grounds are a smoke free zone. It is illegal to smoke on school grounds and within 15 metres of the school boundary. It is the responsibility of the hirer to enforce this policy.**

Special clause: As Dimboola Memorial Secondary College is a BARR (Bushfire At Risk Register school), the Department of Education and may close the school on days of Catastrophic or Extreme fire danger. If the facility is booked on a day when this occurs, the school will take NO responsibility for alternative arrangements regarding venue hire.

The Hirer shall not:

1. Allow the premises to be used for any illegal or objectionable purpose nor do anything or permit anything to be done on the premises which is an annoyance or nuisance to adjoining occupiers.
2. Permit anything to be done on the premises nor bring or allow to be brought on to the premises, anything which may in any way invalidate or violate the conditions of any existing insurance policy.
3. Affix to any part of the facility any object which will mark or damage the facility.
4. Sublet the facility during the period of the Hire.
5. Permit any vehicle to be driven or parked other than on or in asphalt parking areas or roadways.

Availability of the Stadium

First priority for the use of the facility will be for school programs. Unless otherwise agreed, the facility will not be available for hire until 3.30 pm on any school day.

RESPONSIBILITIES OF THE COLLEGE

1. To ensure that the Stadium and associated facilities are in a clean and tidy state at the commencement of the period of hire.
2. To ensure that all equipment provided for use is in proper working order.
3. Provide appropriate advice regarding the operation of the security alarm system.

HIRE CHARGES

The scale of charges for use of the stadium for individual functions is as follows:

Hourly rate \$20

Public Liability Insurance through the College \$32

FORFEITURE OF DEPOSIT

A deposit of \$300 is payable at the time of making the booking and the deposit will be forfeited if one or more of the following occurs:

- A booking is cancelled with less than 30 days' notice and this has resulted in either a loss of income or needless expense on the part of the College.
- Any damage to school buildings, furniture or equipment results from the activities associated with the hiring of the Stadium.
- The Stadium is not left in a state suitable to be used by the school for normal purposes.
- The security alarm system is activated as a result of failure to follow correct procedures.

VARIATION

The Dimboola Memorial Secondary College Council reserves the right to vary these charges and conditions as it deems appropriate.

Policy reviewed and ratified by DMSC School Council February 2023 and will be reviewed in February 2024.

**Dimboola Memorial Secondary College
STADIUM HIRE AGREEMENT**

This form is to be returned to DMSC accompanied by \$300 deposit.

HIRER.....
(Individual/Group/Organisation)

Name of person responsible.....

Address.....

Telephone

Date Required

Anticipated duration of use: From.....To.....

Nature of the Activity
.....

What access to the Stadium, if any, is required prior to the activity for the purpose of preparation?
.....
.....

Other requests
.....
.....

I accept and agree to abide by the conditions set out in the DMSC Stadium Hire policy, the hire agreement and the Undertaking to use school facility documents.

Signature of person responsible

Date

OFFICE USE ONLY

Approved by Principal _____

**UNDERTAKING REQUIRED BY DIMBOOLA MEMORIAL SECONDARY COLLEGE COUNCIL (DMSC) AS
CONDITION FOR ALLOWING INDIVIDUAL/S AND/OR ORGANISATIONS TO USE COLLEGE PROPERTY.**

In consideration of the College Council of Dimboola Memorial Secondary College having, pursuant to the Education (School Councils) Act 1975 agreed, subject to it being given these undertakings to authorise:

NAME/ORGANISATION: _____

To use the following college property:

on the date/s of _____ for the purpose of

I undertake

- to pay the charge, if any, levied by the college council, or in connection with the use of the college property, and to leave the college property and all furniture and equipment used in a fit state of cleanliness and tidiness for the resumption of school work, and in the event of damage occurring to any of the college property, furniture or equipment while it is being used, to pay to the College Council the cost of making good the damage and I agree to accept the decision of the college council on the extent of any such damage.
- to ensure that all legal requirements for the conduct of the function are complied with.
- to take out public risk cover in respect of the function.

Dated this _____ day of _____ 20____

Name _____ Signature _____

Address _____

The attention of user(s) is draw to the following statement regarding liability for negligence.

LIABILITY FOR NEGLIGENCE

The Education (School Councils) Act 1975 provides for college councils to be constituted by the Governor in Council. When a constituted council is carrying out its functions under and in accordance with the Act, the college council represents the Crown. All activities authorised by the College Council must be ratified by a college council minute. With this provision the members and employees of a council are well protected against liability for damages arising from negligence while performing their functions as agents or servants of the Crown. This means that College Council members are not liable individually for any such damages.

Where a function is conducted by a body other than the college council, **public risk is the responsibility of the organisers of such functions.** College Council makes the taking of public risk cover a condition of use of college premises.

College Council may use its powers as agent and servant of the Crown by sponsoring community education programs and thus avoiding the need for public risk cover and liability situations.

This statement means that all persons or groups which conduct activities which are not College council activities **must arrange insurance cover** either through Jardine Australia Broking Service (the College is an agent) or with another service of your own choice. **Evidence must be provided of adequate insurance cover prior to this permission being granted by College Council.** Cost is \$32.00.

HIRER'S RESPONSIBILITY

The facility must be left in a condition such that it is useable by the school for normal purposes.

1. Restore school furniture to its normal place.
2. Place rubbish in bins specifically provided.

On completion:

- **TURN OFF LIGHTS and AIR CONDITIONER**
- **CHECK ALL DOORS**
- **TURN ON ALARM SYSTEM – located in Hall foyer**

Organisation/Name of Hirers _____

Date/s of Hire _____

Signed _____ Date _____