



**MOUNT COMPASS
AREA SCHOOL**

USE OF SCHOOL PREMISES 2018 AGREEMENT FORM



**Government
of South Australia**
Department for Education

I, **KEVIN MOONEY**, Principal of **MOUNT COMPASS AREA SCHOOL** pursuant to the Education Act and Regulations, hereby agree to allow the situated at
area of hire
MOUNT COMPASS AREA SCHOOL to be used by
name of hirer
(hereinafter referred to as the user(s)), subject to the following terms and conditions which are hereby agreed to by the respective parties;

1. The facility will be available for use regularly on between the hours
day of week
..... and during the period commencing and ending
start time end time start date
..... **(maximum 12 month period)**.
end date
2. The user(s) to pay hire charge of \$.....**plus 10% GST per hour**.
amount
3. The user(s) is to pay a bond/deposit (if applicable) of **\$50.00** which will be refundable at the expiration of the term of the agreement provided that the area has been left in an appropriate condition and all keys have been returned.
4. The user(s) to observe the following opening and securing arrangements:
 - a) Ensure all lights and equipment are off and windows secured prior to leaving. All furniture is to be replaced and the premises left in a clean and tidy state.
 - b) All doors to be locked and alarm set (if applicable) on leaving.

If this is not done the school reserves the right to pass on any costs incurred in relation to the above.
5. For the purposes of the agreement, the user(s) is to use only that part of the buildings or grounds specified in the above application and the entrances thereto.
6. The user(s) to ensure that any furniture and equipment moved during use of the premises is replaced; that the premises will be left in a clean and tidy condition; that proper care will be taken of the premises during use and **any damage from such use whether caused by negligence, recklessness or the wilfulness of the user(s), or their servants, agents or invitees, is made good at the user(s) own cost.**
7. The user(s) to take out and maintain current throughout the term of this agreement a public risk insurance policy with a reputable insurer in the name of the user in which:
 - a) The Minister is indemnified in an amount of not less than \$10M for any one claim against any claims whatsoever (including injury to persons or damage to property) arising out of the use of the school premises by the user(s); and
 - b) The Minister's interest as owner of the premises shall be noted in an amount of not less than \$10M in respect of any one claim.

8. The user(s) will, obtain and keep current all necessary licences, exemptions, permits, consents or manner of thing as required by law and comply with all provisions of any Act or Acts of the State of South Australia and any regulations there under, which may affect the use or occupation the premises by the user in any manner whatsoever.
9. The user(s) must give written notice to the Principal of the School of any accident resulting in bodily injury occurring on school premises or in any way connected with the use of school premises as soon as practicable. The notice must include details of the time, place and circumstances of the accident and the names and addresses of any person(s) witnessing the accident. The Principal shall ensure that notice is affected by completing the Education Department's Accident/Injury Report form (ED 155).
10. The user(s) to observe the following extra conditions:
 - a) **Mount Compass Area School has first priority of the use of school facilities** and reserve the right to reschedule session times if necessary and notice to the user(s) will be given well in advance.
 - b) **If payment is not received by the date indicated on the invoice, the contract as it stands will cease.**
 - c) User(s) will not be charged for public holidays, however, **all session times booked will be charged unless written notification is received 2 weeks prior.**

And, in addition, the user(s) undertakes and agrees sufficiently to indemnify and keep indemnified the Minister of Education and all persons and bodies corporate acting for or on behalf of the said Minister against all liability, claims, demands, actions, suits, damages, proceedings, costs and expenses whatsoever (including injury to persons and damage to property) for which the said persons or bodies corporate may be or become liable directly or indirectly arising out of the use of school premises by the user(s) and for such further sums in excess of those contained in any insurance policy relating to the use of the school premises or for such amounts as may not be payable under any such insurance policy.

The User(s) obligation to indemnify the Minister under this clause is reduced in proportion to the extent that the act or omission of the Minister contributed to the loss or liability.

Kevin Mooney, Principal
MOUNT COMPASS AREA SCHOOL

Name: _____

Contact No: _____

Signed: _____

Signed: _____

Date: _____

Date: _____

NOTE: CLAUSE 7 DOES NOT APPLY TO NON-PROFIT GROUPS OF LESS THAN 50 MEMBERS OR A "ONE OFF" USER SITUATION, IN WHICH CASE IT IS TO BE DELETED AND INITIALED BY BOTH PARTIES.