DATED 20...

St Andrew’s Catholic Primary School

AND

______________________________

______________________________

HIRE AGREEMENT

For use of Community Hall

on

______________________________
THIS AGREEMENT made the day of 20__

BETWEEN:

St Andrew’s Catholic Primary School

AND:  ____________________________________________

NOW IT IS HEREBY AGREED as follows:

1. The School hires to the Hirer the facilities (the “Facilities”) as described in the Schedule for the purpose, dates and times as set out in the Schedule.

2. The Hirer will pay the fee detailed in the Schedule to the School.

3. The Hirer covenants with the School as follows:
   3.1 to use the Facilities solely for the purpose set out in the Schedule;
   3.2 to be personally responsible for the good behaviour and decorum of all persons admitted to the Facilities and the common areas of the School and in particular ensure:
      (a) that no damage is done to School property and no conduct likely to lead to such damage is permitted;
      (b) that no intoxicating liquor is brought onto or consumed on the School premises without the prior permission of the Principal;
      (c) that no gambling is permitted;
      (d) that no undue noise or rowdiness is permitted;
      (e) that the fire escape plan is adhered to in the case of an emergency evacuation being necessary; and
      (f) that no stiletto heeled shoes are worn in the Hall. Any damage resulting in the need to re-sand and re-stain the floor will be at the hirer’s expense.
      (g) that the facility is vacated by midnight.
   3.3 to ensure that the Facilities are cleaned immediately after use and all rubbish removed, there from to the bins in the bin enclosure;
   3.4 to ensure that all motor vehicles admitted to School property are driven and parked so that no damage is caused to School property;
3.5 to comply with any directions that may be given by the Principal;

3.6 to indemnify the Catholic Education Office, the Principal and the School Board against any costs claims or demands whatsoever arising which may be brought against either the Catholic Education Commission of WA, the Principal or the School arising out of the Hirers use, rights and entitlements under this Agreement. This indemnity shall extend to and include all costs damages and expenses reasonably incurred by the Catholic Education Commission of WA, the Principal or the School in defending any such action proceeding, claim or demand;

3.7 to waive all rights to recover damages from the Catholic Education Commission of WA, the Principal or the School for any liability to the Hirer or other person or to their estate or estates for personal injury to or death of any such person or persons or for damage to any of their property arising from the use of the Facilities by the Hirer or any other person;

3.8 to notify the Principal of any damage done to the Facilities or damage to the School occasioned by the failure to comply with this Agreement and to pay to the School all costs and expenses incurred to repair the damage;

3.9 to ensure that the Facilities are locked and secure following usage and to comply with the security requirements of the Principal communicated to the Hirer from time to time. Casual user functions ending after 9.00pm carry the cost of security to lockup and arm the facility;

4. If the Hirer is an association or other non-business body, the responsibility for the observance of the conditions of hire and liability for meeting the costs and expenses of any damage or other expenses or other expenses rest with the person or persons signing this Agreement and in the case of more persons than one, the liability is joint and several.

5. All fees or other sums payable or any other consideration provided or to be provided under or in connection with this Agreement do not include GST.

5.1 The School may recover from the Hirer and the Hirer must pay, the amount of any GST ("Additional Amount") payable under the GST law on or for any taxable supply made by the School to or for the benefit of the Hirer under or in connection with this Agreement, subject to the Hirer receiving a valid tax invoice in respect of that taxable supply, or the same time at which it receives the invoice to which that taxable supply relates.

5.2 The Additional Amount must be paid at the same time when payment of the monetary consideration for the taxable supply is due and paid.
5.3 Clauses 5.1 and 5.2 will also operate as if references to the School are references to the Hirer and vice versa.

5.4. Terms and expressions used in this Clause 5 which are defined in the GST Act have the same meanings given to those terms and expressions in that Act. “GST Act” means the *A New Tax System (Goods and Services Tax) Act 1999* including all amendments made to the Act and any other regulations and other instruments made under the Act.

6. I have read the **Terms and Conditions of Use for Hiring of Community Hall** and I agree to abide by the conditions thereon.

**EXECUTED** as an Agreement.

**SIGNED** by the Principal or a person ................................................................. 
authorised by the Principal ................................................................. 
in the presence of: ................................................................. 
Signature of witness: ................................................................. 
Name: ................................................................. 
Occupation: ................................................................. 

**SIGNED** by the Hirer in the presence of: ................................................................. 
Signature of witness: ................................................................. 
Name: ................................................................. 
Occupation: ................................................................. 

**Parish or School Liaison Person (If Relevant)**

Name: ................................................................. 
Address: ................................................................. 
................................................................. 
Contact phone numbers: (h) ................................................................. (m) ................................................................. 

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<th>Office Use Only:</th>
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<td>ID Sighted: Yes / No</td>
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