



WALK IN NEW LIFE

**MATER MARIA CATHOLIC COLLEGE**  
COMMUNITY • FORMATION • SUCCESS

## **TERMS & CONDITIONS OF PUBLIC FACILITY HIRE**

1. Application for hire of facilities must be made on the appropriate form available from the Business Manager at Mater Maria Catholic College.
2. The use by the hirer of the facilities must not in any way be in conflict with the College's good name and mission. The College may, in its absolute discretion, refuse any application for hire.
3. The hirer and other persons are required to stay in the immediate vicinity of the hired facility and road and parking area. They are not permitted to venture into other areas of the College or to interfere with the business of the College which may be conducted on or near the facility.
4. The hirer is responsible for the behaviour of all persons using the facilities at all times. This will include instructing all patrons to leave quietly within the stipulated times. Special attention should be given to the cleanliness of the area upon leaving the facility.
5. All exit passages and doors are to be kept clear at all times.
  - a. The exit gates leading to the Service Road from the emergency exit doors (north of the Marana Complex) are to be unlocked during the use of the space in order to permit egress to the street in the event of an emergency.
6. The hirer cannot assign or sub-let the facility.
7. The organisation and setting up of tables and chairs is the responsibility of the hirer.
8. The hirer warrants that all copyright consents and licences required for the hirer's purposes in hiring the facility have been obtained or will be obtained prior to the date of hire. The hirer indemnifies the College from any claim.
9. Hirers must care for, respect and use equipment in the manner set out in the provided operation guides. All equipment must be returned to where it was stored.
10. No smoking is permitted in College facilities or on the College grounds.
11. The consumption of food or drink is prohibited in College facilities, unless special permission has been granted. Alcohol cannot be sold without the provision of a liquor license from the Liquor Administration Board. If alcohol is to be consumed at the function twenty one days notice must be provided to Mona Vale or Dee Why Police by the hirer.
  - a. No food or drink is permitted in the Byrne Theatre.
12. If permission has been obtained to serve food or drink in College facilities, or if any other waste product is generated by the hirer, provision must be made for the removal of such resultant rubbish. Hirers must provide at their own expense, a container which will be of sufficient capacity to cope with large amounts of refuse. Removal of this container must be made from the College within 24 hours of the completion of the function.
13. Material advertising the use of College facilities or invitations to the general public to attend functions or activities held in the hired premises must not contain statements not supportive of the Catholic community of Mater Maria Catholic College.
14. When such advertising is to be used it must be submitted to the Business Manager at Mater Maria Catholic College for approval prior to publication.

15. Hirers must advise the booking officer of his/her intentions regarding decorating and proposed chair layout. No material should be fixed to any part of the structure of Mater Maria Catholic College facilities. Nails, screws or any other fastenings must not be driven into or attached in any ways to the walls, floors, timberwork, furniture or other fittings. Hirers will be charged for the cost of removal or repair of material.
16. The hirer will vacate the facilities at the time specified and ensure that all lights and accessories have been switched off and windows and doors have been secured, closed and locked.
17. Any person requiring the moving of the piano in the Byrne Theatre must organise a piano removalist to carry this out.
18. The security of the facilities including the setting of security alarm systems is the responsibility of the hirer. Any charges incurred for security patrols due to incorrect or non-alarming of facilities will be at the liability of the hirer.
19. Keys will be promptly returned to the Mater Maria Catholic College Administration for reimbursement of the key deposit. Return of the bond, in whole or in part is at the discretion of Mater Maria Catholic College.
20. The College reserves the right to have priority use of its facilities for certain functions (e.g. performance evenings, curriculum information evenings and other College functions) throughout the year. A notice of no less than six weeks will be given to the hirer who is required to give up their space for the above circumstances. Hirers shall not be requested to vacate their space more than five times in any one year.
21. The hirer shall indemnify and keep indemnified the College from and against all claims, demands, actions, suits, proceeding, loss and damage of any nature which the College may suffer in connection with:
  - a. Loss of life, personal injury or damage to property arising out of any occurrence in or at the premises or any facility of which the premises form part or are adjacent to or grounds or the use of premises or grounds or any part of the same by the hirer, its employees or visitors.
  - b. All loss and damage to the premises, to the facilities of which the premises form part or are adjacent to or grounds and to all property therein caused by the hirer or by any of the hirer's employees or visitors.
22. All regular hirers are required to hold a public liability insurance policy to the value of \$10 000 000.00 and produce a certificate of currency from their insurer. Regular hirers are those who use facilities more than five times per year.
23. All hirers are required to pay rental ten weeks (one school term) in advance and one month's notice of termination of tenancy is required.
24. If the hirer fails to observe any of the above conditions, the College is at liberty to cancel the hiring forthwith and shall not be obliged to refund any portion of hiring charges already paid.

V 27.01.2015

**Under the Local Government Act 1993 (NSW), the Marana Complex and Byrne Theatre are classed as a Place of Public Entertainment (POPE). In particular the following points should be noted.**

- Hirers of the Marana Complex or Byrne Theatre must nominate to Mater Maria Catholic College a person who will be responsible for the operation of the Complex and/or Theatre in accordance with the Act and Regulations. This responsibility may not be delegated.
- Number present must not exceed the seating capacity of 635 people in the Marana Complex or 175 people in the Byrne Theatre (seating capacity presently in the Byrne Theatre is 175).
- Tickets must not be sold after 635 persons have been admitted to the Marana Complex or 175 people to the Byrne Theatre (Section 21).
- No person may be allowed to sit or stand in a passageway or on steps in the Marana Complex or Byrne Theatre
- The exit gates leading to the Service Road from the emergency exit doors (north of the Marana Complex) are to be unlocked during the use of the space in order to permit egress to the street in the event of an emergency.
- Films exhibited and all advertising, etc must be registered by censor (Section 26E).
- Persons between the age of two years and eighteen years are not permitted in the Byrne Theatre when a film certified 'restricted exhibition picture' is shown (Section 26H).
- Woodwork and scenery on stage section to be fire resistant (Regulation 75).
- Smoking is prohibited (Regulation 29).