



## Venue Hire Application Form

### About this Form

Use this form to apply for facility hire from the venues Newcastle Grammar School ("the School") has to offer including meeting rooms, performance spaces and halls.

### Fees and Charges

The fee for Venue Hire can be found at [www.ngs.nsw.edu.au/facilities](http://www.ngs.nsw.edu.au/facilities)

### How to Lodge this Form

Please ensure all fields have been filled out, and fields marked with an asterisk \* must be completed otherwise the School may be unable to process your application. Forms must be completed by an adult 21 years and over. Once completed, forms can be submitted by:

**Email:** [property@ngs.nsw.edu.au](mailto:property@ngs.nsw.edu.au)

**Mail:** PO Box 680, Newcastle NSW 2300

**In Person:** Hill Campus Reception, 60 Newcomen Street, Newcastle

### PART 1: APPLICANT DETAILS

The applicant is the person lodging the form and the only person the School will communicate with.

**Company / Organisation**  **ABN No.**

**Title\***  Mr  Mrs  Ms  Miss **Other**

**Given Name\***  **Family Name\***

**Postal address\***

**Suburb\***  **Postcode\***

**Preferred contact\***  Mobile  Phone

**Mobile**  **Phone**

**Email\***



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### PART 2: VENUE

Choose your venue below and ensure you don't go over the maximum capacity

Please tick your selected venue

Sandi Warren Performance Center  
125 Union Street, Cooks Hill

Dinner or Dance  
Max Capacity

to Confirm

Meeting or Concert  
Max Capacity

To Confirm

Horbury Hunt Hall  
60 Newcomen Street, Newcastle

to Confirm

To Confirm

### PART 3: DETAILS OF HIRE

Attach a separate sheet if you require more space for your booking request

Hire start date\*

Hire end date\*

Multiple dates

Start time of hire\*  am/pm  
(Including set-up and pack-up)

End time\*  am/pm

Description of activity\*

Estimated attendance\*

Please list any items to be sold:

If tickets are sold for the event, please detail the price: \$   
(Note: tickets are not permitted to be sold at the venue during the hire period)



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### Describe all advertising which is proposed for the hiring:

(Note: The hirer shall not advertise any activity or entertainment of a hiring or erect, affix, paint, post, chalk or display any sign, notice, device or representation in the nature of an advertisement anywhere without the School's written permission).

### Please list all equipment / furniture / decorations sound or lighting accessories that will be used during the hiring:

If the emergency services attend for any reason due to the hirer/hiring, the full cost plus any administration charges will be paid by the hirer. (Note: The use of any kind of pyrotechnics, fireworks, candles and smoke or dry ice machines in any venue is strictly forbidden).

### If entertainment is proposed, please provide details:

Is the use of the kitchen required?\*  No  Yes, please provide details:

Caterer Name (if applicable)

Contact Name

Address

Suburb

Postcode

Mobile

Phone

Email

Initial\*

Date\*

 /  /



# Venue Hire Application Form

## Terms and Conditions

### 1. Venue Hire

#### 1.1 Agreement to Hire

- a) In consideration for the payment by the Hirer to Newcastle Grammar School ("the School") of the Hire Fee, the School agrees to hire the Venue to the Hirer solely for the Approved Purpose between the Agreed Times on the Function Date on the terms of this Agreement.
- b) This Agreement does not create any lease or tenancy of School premises, but is merely a license to occupy the Venue during the Agreed Times.
- c) The Agreed Time includes any time required by the Hirer to set up before, and clean up after, their use of the Venue for the Approved Purpose.

#### 1.2 Deposit

- a) Within 5 business days after the date of this Agreement, the Hirer must pay the Deposit to the School on account of the Hire Fee.
- b) The Hirer's booking is confirmed once the School receives the Deposit in accordance with clause 1.2 a).

#### 1.3 Balance of Hire Fee

At least 10 business days before the Function Date, the Hirer must pay to the School the Hire Fee less the Deposit paid under clause 1.2 a).

## 2. Cancellation

#### 2.1 Cancellation by The Hirer

- a) Subject to clause 2.1b), the Hirer may cancel a confirmed booking at any time.
- b) In the event of cancellation of a confirmed booking by the Hirer, the following cancellation fees will be deducted from the Deposit by the School, unless waived by the School:
  - i) cancellation made 20 business days or more before the Function Date, a cancellation fee equal to 50% of the Deposit; and
  - ii) cancellation made less than 20 Business Days before the Function Date, a cancellation fee equal to 100% of the Deposit.
- c) The balance of the Deposit (if any) after deduction of the cancellation fee referred to in clause 2.1b) will be refunded to the Hirer.

#### 2.2 Cancellation by The School

- a) The School may cancel a confirmed booking at any time if there are circumstances beyond the School's reasonable control, or any other event which in the reasonable opinion of the School, causes the Venue to be unsafe or inappropriate to hold the Function.
- b) The School is not liable for any loss or damage to the Hirer or any third party in consequence of the cancellation in accordance with clause 2.2a).
- c) In the event of cancellation of a confirmed booking by the School, the School will refund the Deposit to the Hirer.

## 3. Conduct of the Function

#### 3.1 Decorations

- a) All sound, electrical and lighting requirements, signs, banners and decorations connected with the Function must be approved by the School before the Function and may be the subject of a further charge.
- b) For Venues with specialised equipment the Hirer must engage, at their cost, personnel with appropriate certification to operate the equipment.



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### 3.2 Attendance

The Hirer must be in attendance at the Venue at all times during the Function.

### 3.3 Supervision

The Hirer is responsible for ensuring that at all times its agents, contractors, employees, licensees and invitees are properly supervised and under the control of a representative of the Hirer.

### 3.4 Directions

The Hirer must comply with the directions of School management and staff whilst on the Venue premises.

### 3.5 Deliveries

All deliveries for the Function must be arranged with and approved by the School prior to delivery.

### 3.6 Invitees

The School reserves the right to refuse entry to the Venue to any of the Hirer's invitees.

### 3.7 Animals

No animals, other than service animals, are permitted at the Venue.

### 3.8 Liquor, Refreshments and Smoking

- Unless otherwise approved by the School, the Hirer must not bring or sell liquor, beverage, food or refreshments onto the Venue premises.
- In the event approval is given, the Hirer must abide by any conditions imposed by the School.
- The Hirer must ensure that smoking is not permitted inside the Venue premises and otherwise complies with the School's policy in relation to smoking.

### 3.9 Vacation of Venue Premises

The Hirer must:

- vacate the Venue by the end of the Agreed Times;
- promptly remove any goods or materials brought onto the Venue premises by or on behalf of the Hirer; and
- leave the Venue premises in an undamaged, clean and tidy condition.

### 3.10 Restrictions

- The Hirer must not use the Venue for any purpose other than the Approved Purpose.
- The Hirer must not affix any sign, decoration or other item to any part of the Venue, without the School's prior written consent.
- The Hirer must not interfere with or alter any of the School's electrical systems, lighting or sound systems within the Venue.
- The Hirer must not cover, handle or endanger the School's artworks or furnishings within the Venue.
- The Hirer must not re-hire, sub-let or licence any part of the Venue premises, or use any School branding in marketing material.
- The Hirer must not display, publish or broadcast advertising material that infers that the Function is in any way connected to or endorsed by the School, and the Hirer will not reproduce or make use of any the School's branding or logos, without obtaining the School's prior written permission to do so.
- The Hirer must not obstruct any entrances, exits, passageways or aisles from public use at or around the Venue.
- The Hirer must comply with all responsibilities relating to the health and safety of persons using the Venue including any local Council requirements and any obligations under the Food Act 2003 (NSW).

### 3.11 Objectionable or Dangerous Activities

- The School may at its sole discretion, prohibit, cancel or stop without notice any performance, function or activity which is objectionable, dangerous, illegal or detrimental to the reputation of the School.
- The School reserves the right to remove any person from the Venue immediately if their behaviour is deemed by the School to be offensive, illegal, disorderly, riotous, dangerous or in breach of any relevant law.



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### 3.12 Capacity

The School reserves the right to restrict entry to the Venue once the legal occupancy capacity has been reached and to put in place at the cost to the Hirer any systems required to enforce legal occupancy capacities.

## 4. Additional Fees

### 4.1 Damage Other Than Normal Wear and Tear

The Hirer agrees to pay additional charges imposed by the School for repair of any damage, beyond normal wear and tear, caused to the Venue, furnishing or equipment in the Venue, or for the removal of unwanted materials left after the Function.

### 4.2 Reasonable out of Pocket Expenses

In addition to clause 4.1, the Hirer agrees to reimburse the School for any reasonable out-of-pocket expenses that may be incurred in relation to the Hirer's use of the Venue, such as extra cleaning services, or overtime for an attendant or security.

### 4.3 Payment

- The School will issue an invoice to the Hirer in respect of any additional charges or reasonable out of pocket expenses.
- The Hirer agrees to pay the School's invoice in full within 10 Business Days of receipt of the invoice.
- A failure of the Hirer to comply with clause 4.1 of this Agreement will be deemed to be a debt to the School which is immediately due and payable.

## 5. Indemnity and Insurance

### 5.1 Hirer's Indemnity

The Hirer is liable for and indemnifies the School from and against all actions, claims, demands, losses, damages and expenses for which the School may be or become liable or suffer in respect of:

- damage to the School's property arising out of or in the course of the Function, except to the extent it is caused or contributed to from the negligence or default of the School;
- injury to or death of any persons arising out of or in the course of the Function, except to the extent it is caused or contributed to from the negligence or default of the School;
- damage or injury caused or contributed to by the acts or omissions of the Hirer's contractors;
- any infringement of rights under copyright in connection with the performance, display or transmission of musical, artistic or dramatic work, as a result of or connection with the Hirer's use of the Venue;
- any breach of any law by the Hirer in connection with the Function; and
- any breach of this Agreement by the Hirer.

### 5.2 Insurance

- The Hirer must obtain insurance against all liability referred to in clause 5.1 to the value of no less than \$20,000,000.
- If the Hirer is a company, or if they intend to engage contractors, evidence of Workers Compensation Insurances and appropriately tagged and tested equipment certification must be provided to the School.
- The Hirer must not bring onto any School property any explosive, flammable liquids or other risk enhancing or illegal substances, or do, or permit to be done, anything which may invalidate, or affect the right of the School to make a claim with respect to any of its (or the Hirer's) insurance policies.
- The Hirer must provide the School with Certificates of Currency for any insurances it holds at least 14 days before the Function Date.
- The School must be nominated as an interested party in any insurances held by the Hirer.

### 5.3 Exclusion of Liability

The School accepts no responsibility for any loss or damage to the property of the Hirer or any third party.