



BRISBANE GIRLS GRAMMAR SCHOOL

Brisbane Girls Grammar School
Gregory Tce, Brisbane QLD 4000 T +61 7 3332 1300 F +61 7 3839 3187
E admin@bggs.qld.edu.au W www.bggs.qld.edu.au

27/02/2014

Fig Tree Aero Modellers
Greg Hall
6 Olsen Court
Brookfield Q 4069

Dear Greg,

Thank you for your request concerning the hire of the School's facilities which we are pleased to acknowledge and advise the attached booking arrangements are in place.

Could you please arrange for a signed copy of the Hire Agreement and a copy of your public liability insurance to be returned to the School at your earliest convenience.

If you have any further queries please do not hesitate to contact either the undersigned or one of the other school contacts listed on your Hire Agreement.

Yours faithfully

Dianna Fitzgerald

Dianna Fitzgerald
External Hiring & Bookings Coordinator


TO BE A *Leader* IN EXCEPTIONAL SCHOLARSHIP

HIRE AGREEMENT

Between Brisbane Girls Grammar School ABN 31 445 392 850 Gregory Terrace, Brisbane, Queensland, 4000 (BGGGS)

and Fig Tree Aero Modellers – Greg Hall, 6 Olsen Court, Brookfield Q 4069 (Hirer)

VENUE	Sports Campus – FTP		
HIRING PERIOD	Sunday Mornings depending on availability		
ACCESS TIMES	6am – 10am		
HIRER PURPOSE	Fly Model Planes		
VENUE CHARGES	Venues Venue Hire (Admin Fee) Security Total (invoice to follow)	Excluding GST \$100.00 \$100.00	Including GST \$110.00 \$110.00
REQUIREMENTS	Open fields – No Access if sporting events are already booked on the ovals		
	Yes	No	
MEDIA		NO	
STORES/WORKS Dep't		NO	
CATERING		NO	
CLEANING		NO	
DIRECTIONAL SIGNAGE		NO	
SECURITY	The Hirer will be responsible to lock up and secure the venue. The lock up arrangements will include a cursory inspection for damage and cleanliness.		
FIRE AND EVACUATION PROCEDURES	Fire evacuation plans will be displayed prominently in the building. It is the Hirer's responsibility to ensure that details of the plans are brought to the attention of, and are understood by all persons attending the venue in connection with the hiring.		
CAR PARKING	Parking within BGGGS's grounds is limited.		
TOILETS/CHANGE ROOM FACILITIES	Toilet blocks closest to the Venue will be accessed by use of a key, which is located at the side of the canteen block in a key code box.		
POLICIES	BGGGS's policies on Work Health and Safety, Sexual Harassment, Evacuation Procedures & Smoking are strictly enforced at all times (copies attached).		
SCHOOL CONTACTS	Booking enquiries: 07 3332 1359		
The Hirer acknowledges that it has read and agrees to be bound by the attached Conditions of Hire			

Signature of Hirer 	Date 27/02/2014
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Approved by Brisbane Girl's Grammar School	Date 27/2/14
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To secure this booking a signed copy of the Hire Agreement must be received, and Venue Charge paid, at least 7 days before the Hire Date unless otherwise agreed by BGGGS.

BRISBANE GIRLS GRAMMAR SCHOOL – POLICIES OF RELEVANCE

WORK HEALTH AND SAFETY POLICY

Brisbane Girls Grammar School aims to provide staff, students, voluntary workers and visitors to the School with a safe and healthy environment. In addition to observing the requirements of the Work Health and Safety Act 2011 (Qld), the School's policy is guided by adherence to the following principles:

- Placing the safety of employees and students and the public ahead of protection of the School's equipment and services;
- Providing a safe physical working environment including buildings and equipment;
- Ensuring that each member of staff is trained not only in the basic principles of Work Health and Safety (WHS) matters but also in matters specific to their area of responsibility.
- Establishing a WHS Committee to provide the School with the opportunity for intra-school consultation on WHS issues;
- Supporting each member of staff in his/her duty of care to be fully responsible and accountable for WHS issues including repairs and maintenance in each person's area;
- Developing an awareness in the student population of WHS issues and procedures;
- Investigating the cause of every accident, and taking corrective action irrespective whether personal injury has occurred; and
- Encouraging a Duty of Care philosophy that regards workplace accidents as being preventable.

This policy is subject to annual review.

SMOKING

In today's climate, coupled with our concern for the health and welfare of those in our care, the Board of Trustees has determined that, as part of the School's duty of care and to provide a healthy environment for all, smoking of any kind on any premises owned or controlled by Brisbane Girls' Grammar School is prohibited.

POLICY ON SEXUAL HARASSMENT IN THE WORKPLACE

Sexual harassment as defined by the *Anti-Discrimination Act 1991* means unsolicited and unwanted demands, requests or acts of a sexual nature. It includes remarks, behaviour and comments and is done with the intention of offending, humiliating or intimidating the other person or is done in circumstances where a reasonable person would have anticipated that offence, humiliation or intimidation would have occurred to the other person.

This policy covers all students, employees (full-time, part-time and casual), voluntary workers, trainees, contractors or any members of the public on the property of Brisbane Girls Grammar School.

Sexual harassment will not be tolerated at this workplace.

Should a breach of this policy occur, complaints should be made in the first instance to the Principal, who will take reasonable steps to prevent contravention of the Act.

It is unlawful to victimise a person who alleges a breach or who is or is associated with someone who is involved in the complaint procedure. There are severe penalties for this offence.

The complainant has the right to take the action to the Anti-Discrimination Commission. If in doubt, a complainant should seek legal advice before taking action.

A complaint to the Commission must be made in writing and set out sufficient detail to indicate the alleged breach of the Act. Complaints must be made, generally, within 1 year of the alleged contravention. The Commissioner must decide to accept or reject a complaint within 28 days and must promptly advise the complainant of the decision.

Further procedural details for complaints are outlined in the *Anti-Discrimination Act 1991*, a copy of which is available from the Chief Financial Officer.

BRISBANE GIRLS GRAMMAR – Sports Campus Map



CONDITIONS OF HIRE

1. Definitions

- 1.1 "Loss" means any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character, including:
- (a) interest and other amounts payable to third parties; and
 - (b) legal (on a full indemnity basis) and other expenses incurred in connection with investigating or defending any claim or action whether or not resulting in any liability, and all amounts paid in settlement of any claim or action.
- 1.2 "Hire Agreement" means these Conditions of Hire, the attached Hire Agreement Form and any other related documents, such as the Equipment list, site map and policies.
- 1.3 Unless defined under **clauses 1.1 or 1.2**, capitalised words in these Conditions of Hire have the meanings given in the Hire Agreement Form.

2. Agreement for Hire

- 2.1 Subject to the payment of the monies by the Hirer to BGGGS as specified in these conditions, BGGGS will hire the Venue to the Hirer for the Hiring Purpose during the Hiring Period.
- 2.2 The terms and conditions of this Hire Agreement form the entire agreement between the parties.

3. Hiring Charges

- 3.1 The money to be paid to BGGGS for the hire is the Venue Charge specified in this Agreement as well as any other charges provided for in this Agreement.
- 3.2 Unless otherwise agreed the Hirer must pay the Venue Charge to BGGGS at least 7 days before the Hiring Period, or if the Hire Agreement Form is submitted later than 7 days before the Hiring Period with the consent of BGGGS, at the time of submission.
- 3.3 If the Hirer does not pay the Venue Charge as soon as it becomes due, the Hirer shall be deemed to have cancelled the hiring. BGGGS will not be liable for any Loss arising from such cancellation.

4. Cancellation by Hirer

- 4.1 The Hirer may cancel the hiring by giving BGGGS notice in writing of its intention to cancel the hiring of the Venue.
- 4.2 If the Hirer cancels the hiring less than 7 days before the Hiring Period, BGGGS, in its absolute discretion, may retain 20 percent of the Venue Charge and the Hirer will, in addition, be liable for any Loss sustained by BGGGS arising from the cancellation not covered by the retention amount.
- 4.3 Where cancellation occurs more than 7 days before the hiring Period, and the Venue Charge has been paid to BGGGS, BGGGS will refund the Venue Charge to the Hirer, less administrative expenses incurred in relation to the hiring.

5. Cancellation by BGGGS

- 5.1 BGGGS may cancel the hiring at any time if in its opinion:
- (a) the Venue will be unfit for use during the Hiring Period;
 - (b) the Venue or the Equipment may be damaged by use for the Hiring Purpose;
 - (c) the Hirer has failed to comply with any provision of this Hire Agreement;
 - (d) the Hirer is, or is likely to become, unable to pay amounts due under this agreement or any step is taken by an person (including the Hirer) which may result in the bankruptcy, winding up or insolvency of the Hirer;
 - (e) the Hirer enters any scheme of arrangement or compromise or a receiver or administrator is appointed to any property of the Hirer;
 - (f) BGGGS considers that the use or continued use of the Venue by the Hirer would be or is likely to cause damage to any property, injury to any person, material damage to BGGGS's reputation or goodwill or is likely to breach any law.
- 5.2 Subject to **clause 5.3**, where cancellation occurs under **clause 5.1**:
- (a) prior to the Hiring Period, BGGGS will refund the Venue Charge to the Hirer less administrative expenses incurred in relation to the hiring; or
 - (b) during the Hiring Period, BGGGS may, in its absolute discretion, grant a pro rata refund of the Venue Charge.
- 5.3 Where cancellation occurs under **clauses 5.1(c) to (f)**, BGGGS, in its absolute discretion, may retain 20 percent of the Venue Charge and the Hirer will, in addition, be liable for any Loss sustained by BGGGS arising from the cancellation not covered by the retention amount.
- 5.4 In all instances, BGGGS will not be liable for any Loss arising from the cancellation.

6. Hirer's Obligation

- 6.1 The Hirer will:
- (a) only use the Venue for the Hiring Purpose and during the Hiring Period;
 - (b) obtain all necessary consents from all persons with rights in any intellectual property used by the Hirer;
 - (b) leave the Venue, the Equipment and BGGGS's facilities in a clean and tidy condition;
 - (c) pay such further charges as reasonably determined by BGGGS on demand if:
 - (i) any part of BGGGS's facilities other than the Venue and Equipment are used;
 - (ii) the Venue or Equipment is used by the Hirer outside the Hiring Period; or

- (iii) the Hirer fails to leave the Venue in a clean and tidy condition,
- (d) obey all instructions given by BGGGS as to use of, and access to and from the Venue;
- (e) comply with all local council regulations;
- (f) permit the Principal or his/her delegate to enter the Venue at any time without charge;
- (g) ensure it, its agents, employees and contractors and any other person entering the Venue, including spectators, visitors, and volunteers observe BGGGS's directions and policies, including, but not limited to:
 - (i) internal security and emergency evacuation procedures;
 - (ii) work health and safety;
 - (iii) sexual harassment; and
 - (iv) smoking;
- (h) consult, co-ordinate and cooperate with BGGGS and other persons at the Venue both as required under applicable work health and safety laws and so as to appropriately coordinate its activities;
- (i) keep all methods of access and egress to the Venue clear and free from obstruction;
- (j) ensure it, its agents, employees and contractors and any other person entering the Venue, including spectators, volunteers and visitors, use the most direct route of access and egress between the point of passenger drop-off or collection and the Venue;
- (k) ensure that details of the fire evacuation plans are brought to the attention of, and understood by all, persons attending the Venue;
- (l) notify BGGGS immediately on becoming aware of any damage or loss to the Venue, Equipment or other BGGGS facilities and of any injury whatsoever in the Venue;
- (m) repair and reinstate or pay the cost for repair or reinstatement for any loss or damage to the Venue, Equipment or BGGGS's facilities caused by any act or omission of the Hirer, its agents, employees, contractors or any other person entering the Venue pursuant to the rights herein granted, including spectators, volunteers and visitors;
- (n) prevent unauthorised use of the Venue, the Equipment and BGGGS's facilities by spectators, volunteers and visitors;
- (o) provide adequate supervision of all children attending the Venue and ensure no child is left unaccompanied at the BGGGS premises during or at the conclusion of the Hiring Period;
- (p) bring to the attention of all persons attending the activity at the Venue their obligation to comply with the immediately preceding condition;
- (q) comply with all reasonable directions of BGGGS;
- (r) vacate the Venue by the end of the Hiring Period; and
- (s) ensure that all equipment brought onto BGGGS's premises is safe, of good quality and only used for the purpose for which it is intended.

6.2 The Hirer will not without the approval in writing of BGGGS:

- (a) use the Venue, the Equipment or the BGGGS facilities for any purpose other than the Hiring Purpose;
- (b) allow smoking on BGGGS property or, unless otherwise indicated, the consumption of food or beverages (including alcohol) in the Venue;
- (c) allow any person not subject to the direction and control of the Hirer to use the Venue, the Equipment or BGGGS's facilities for any purpose;
- (d) bring, or permit to be brought, into BGGGS or its environs any animal;
- (e) rehire the Venue or the Equipment to any person without the prior written consent of BGGGS;
- (f) use any part of BGGGS or its environs other than the Venue and Equipment booked;
- (g) alter, move or remove any fixture, fitting or furnishing of the Venue or of BGGGS facilities;
- (h) erect or display within the Venue or its environs any advertisement without prior permission from BGGGS;
- (i) bring or permit to be brought into the BGGGS premises any dangerous goods;
- (j) sell, offer or expose for sale or permit to be sold any alcohol at the Venue or on BGGGS premises; or
- (k) carry on, or permit to be carried on, in or on the Venue, any activity which may be or become a nuisance, annoyance or danger to BGGGS, its personnel, its students or any other third party.

7. Damage to Facilities

The Hirer agrees to pay to BGGGS on demand the cost of repairing or making good any damage to the Venue, the Equipment or BGGGS's facilities, or loss of any equipment, arising out of or incidental to the hiring.

8. Health and Safety

The Hirer agrees that it is the person with management or control of the Venue during the Hiring Period and will be responsible for, and comply with, all work health and safety laws and that it will not at any time cause BGGGS to be in contravention of a work health and safety law. Further, the Hirer agrees that it will ensure that all persons for whom it is responsible or over whom it is capable of exercising control or influence will comply with all work health and safety laws. The Hirer also agrees that it is responsible for the provision of any necessary first aid requirements.

9. Insurance

9.1 Unless otherwise agreed with BGGGS, the Hirer shall at its expense, keep in place:

- (a) public liability insurance in the amount of \$10,000,000; and
- (b) employers' liability and workers' compensation insurance (including common law liability) as required under any applicable workers' compensation statute or regulation.

9.2 Prior to the Hiring Period, the Hirer shall provide to BGGGS a copy of the certificate of insurance and insurance policy and provide proof of payment of the relevant premiums.

10. Exclusion of Liability

10.1 The Hirer acknowledges and agrees that:

- (a) it uses the Venue, Equipment and any other BGGGS facilities at its own risk; and
- (b) it is responsible for the discipline and control of its officers, employees, agents, contractors, representatives, members, dependants, supporters, invitees, participants, spectators, volunteers and visitors and their adherence to the provisions of this Agreement.

10.2 To the extent permitted by law, all liability of BGGGS is excluded:

- (a) including damages for loss of profits or savings (actual or anticipated), loss of goodwill, loss of market or loss of use and losses suffered by the Hirer due to claims by third parties;
- (b) including as a result of any negligent act or omission, unlawful conduct or wilful misconduct on the part of BGGGS; and
- (c) whether or not BGGGS knew of the possibility of such damage or such damage was otherwise foreseeable.

10.3 To the extent the liability of BGGGS cannot be excluded, it is limited in BGGGS' absolute discretion to the re-supply of the services under this Agreement or refund of the Venue Charge.

11. Indemnity

11.1 To the extent permitted by law, the Hirer indemnifies BGGGS and its employees and agents against any Loss arising directly or indirectly in connection with:

- (a) the hiring of the Venue and/or Equipment by the Hirer;
- (b) any breach of this Hire Agreement by the Hirer or its personnel (including any negligence, unlawful conduct or wilful misconduct);
- (c) any act or omission (including any negligence, unlawful conduct or wilful misconduct) of the Hirer or the Hirer's officers, employees, agents, contractors, representatives, members, dependants, supporters, invitees, participants, spectators, volunteers or visitors; and
- (d) any act or omission (including any negligent act or omission, unlawful conduct or wilful misconduct) on the part of BGGGS.

11.2 The Hirer will indemnify BGGGS under the preceding condition regardless of whether the claims have been paid.

12. Security

The Hirer must:

- (a) lock up and secure the Venue at all times when the Venue is not being used by the Hirer; and
- (b) make sure that all keys and passes of any kind relating to the Venue are:
 - (i) kept by people authorised by BGGGS;
 - (ii) not duplicated, and
 - (iii) returned to BGGGS at the end of the Hiring Period.

13. GST

Consideration under this Hire Agreement excludes GST, unless expressly specified as including GST. Where GST is payable by an entity in relation to a supply that it makes under or in connection with this Hire Agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.

14. Miscellaneous

14.1 The Hirer must pay BGGGS the full amount of any stamp duty assessed or payable in connection with this Hire Agreement.

14.2 If any provision of this Hire Agreement is held invalid, unenforceable or illegal for any reason, this Hire Agreement shall otherwise remain in full force and effect apart from such provision which will be deemed deleted.

14.3 BGGGS gives no warranty or representation that the Venue or Equipment will be adequate or fit for the purposes of the Hirer (including the Hiring Purpose).

14.4 This Hire Agreement shall be governed by and construed according to the law of Queensland and the parties submit to the non-exclusive jurisdiction of the Courts of that State.