

-MV1-

THE AGREEMENTTHIS AGREEMENT is made on 27<sup>th</sup> Jan 2004 (day/month/year)

BETWEEN RAY POOLEY (name of principal)

For and on behalf of THE STATE OF NEW SOUTH WALES ("The state")

AND Caringbah Y.M.C.A. (name of user)  
("community user")**Definitions**

## 1. In this Agreement:

"Premises" refers to: (write full description of space to be used)

**Room AR0018 – each day****Room AR0019 – if needed – wet weather only****Room AR0013 – if needed****Room AR0024 – each day****Room AR0023 – each day****Lower playground, side field, and hardcourt – when not in use by organized community groups**

"Equipment" refers to: (write full description of equipment needed by user, if no equipment is needed, write NIL EQUIPMENT)

**NIL EQUIPMENT**

'School' refers to (write full name of school being used)

**Caringbah Public School**

"Principal" refers to the person occupying the position of, or acting as, principal of the school



### Authority to Use

2. The State grants to the community user, licence and authority to use the premises and equipment for (write accurate description of activity)

#### Before and After School Care

and for no other purpose. This authority is not transferable.

### Duration of Use

3. This Agreement shall commence on 27<sup>th</sup> JAN 2004 (date of commencement) and terminate on 21<sup>st</sup> Dec 2004 (date of termination). The premises and equipment will be used by the community user (write times and days and hours on which premises and equipment are to be used)

#### Monday to Friday

7 – 9 am, and 2.30 pm – 6 pm during school weeks

### Fees

4. The community user shall pay to the school **\$250 per term** to cover the use of the premises and equipment for the duration of this Agreement. Payment will be made in the following way

**by cheque following invoice**

### Indemnity

5. The community user must be covered by a broadform contractual third party liability policy that indemnifies the State against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), in respect of:
  - any personal injury occurring on the premises or on school grounds used to enter or leave the premises, or

- damage to the equipment or any other property of the State or any other person or corporate body, arising directly or indirectly from the use of the premises or equipment by the community user.

## Insurance

6. The community user has taken out and shall maintain broadform contractual third party liability insurance coverage of at least \$2 million with the State of New South Wales as an additional named insured and subject to a cross-liability clause, with a company approved by the State. (Complete all details below.)

Name of Insurer: FIG ANSWAR LTD

Policy Number: 03080343649

Date of Expiry: 30<sup>th</sup> JUNE 2004

The community user has taken out and shall maintain workers' compensation insurance coverage with a licensed insurer under the Workers' Compensation Act, 1987 in respect of any employees of the community user who are employed in connection with the use of the premises and equipment.

## Termination

7. At any time the State has the right to suspend or terminate this agreement in the event of:
  - an emergency where areas used by the community group are urgently needed to house students, or to provide accommodation during disaster periods.
  - a federal, state or local election or a referendum.

Should there be no default by the community user at the date of suspension or termination, any fees paid for the period of the suspension or for a period beyond the termination will be refunded.

At any time the principal has the right to terminate this Agreement or refuse future use if there has been a significant breach or repeated breaches of the agreed conditions attached hereunder. In the case of termination the principal must give one week's notice in writing.

The community user may terminate this Agreement at any time by giving one week's notice in writing. Should there be no default by the community user at the date of termination, any fees paid for a period beyond the termination will be refunded.

## Signed

Ray Pooley  
(Principal)

[Signature]  
(Witness)

[Signature]  
(Community user)

[Signature]  
(Witness)

## CONDITIONS OF USE

The community user will:

- a) not use premises or equipment other than stated in Clause 1;
- b) not use the premises at any other time and day other than stated in Clause 3 unless agreed in writing between the community user and the principal and noted hereunder;
- c) not use the premises on any public holiday or during any school vacations without the written consent of the principal;
- d) ensure that all users who enter and exit the school grounds under this Agreement do so as directed by the principal;
- e) not interfere in any way with the operation of the school or with records, materials or equipment of the school, staff or pupils and in particular not to use any machinery or equipment other than equipment specified in Clause 1 and will not remove any equipment from the school premises;
- f)
  - not make any structural alterations to the school premises including the attachment of nails, screws or other fastenings to walls or fittings without permission of the principal;
  - at the completion of the lease, or any extension, make good any alterations and return the premises to their original condition;
- g) ensure that after each use all furniture is replaced in its original position unless otherwise specified by the principal;

- h) ensure that all persons allowed on the premises or permitted by the community user to use equipment shall properly conduct themselves and ensure that any person forbidden by the principal to use the premises or equipment does not do so;
- i) ensure that any children allowed to enter under this Agreement are properly supervised at all times and only use the premises specified in Clause 1;
- j) ensure that smoking does not occur;
- k) ensure that no game of chance or gambling is carried out on the premises, unless an appropriate authority or licence has been obtained from the Chief Secretary's Department or other regulatory body;
- l) not engage in any activity which breaches the Copyright Act;
- m) notify the principal immediately in writing of any accident to any person while on the school premises under this Agreement and provide such statements from witnesses and the person/s injured as the principal or the Department of School Education's Legal Services Directorate may require;
- n) leave the premises and any toilets or other parts of the school buildings and all entrance and exit routes in a clean and tidy condition after each use or arrange and pay for the cleaning of the premises;
- o) make full restitution for any damages to equipment or premises as may in the principal's opinion be necessary;
- p) allow the principal or the principal's nominee to enter the premises at any time for the purpose of inspecting the premises or equipment;
- q) vacate the premises on or before the authorized time each day of use and ensure that the premises are locked and secured at the end of each use;
- r) not continue to use the premises beyond the expiration of the term of this Agreement and reapply if continued use is required;
- s) obey any reasonable request by the principal concerning the use of the premises and equipment as stated below.