



# Dominion Road School

## He Maunga Teitei

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Date:

Dear

### Casual / Permanent Use Agreement - Licence to Occupy school premises

- 1 The School Board of Trustees (*the Board*) is the controlling authority for Dominion Road School (*the School*) and has agreed to enter into this licence agreement to allow <sup>Name of</sup> *hire* \_\_\_\_\_ (*you/your*) to use **the school hall, grounds, classrooms** (*the Premises*) for the purpose of \_\_\_\_\_ (*Permitted Use*) on the terms and conditions set out in this letter (*Licence*). The Secretary of Education (*the Secretary*) has authorised the Board to enter into this Licence pursuant to a Gazette Notice published under Section 163 of the Education and Training Act 2020.
- 2 The Board grants you a non-exclusive licence to occupy the Premises commencing on <sup>Date</sup> \_\_\_\_\_ at <sup>Time</sup> \_\_\_\_\_ and expiring on <sup>Date</sup> \_\_\_\_\_ at <sup>Time</sup> \_\_\_\_\_, on the terms and conditions set out in this Licence.
- 3 At the end of the term or earlier termination of this Licence, you will remove all of your property (including any property of your invitees if any) from the Premises, and leave the Premises in a clean, safe and tidy condition to the complete satisfaction of the Board.
- 4 You will pay to the Board:
  - a. a licence fee of \$50.00 per hour to be paid immediately upon the execution of this Licence **[and daily, weekly, monthly, termly thereafter if the arrangement is ongoing]**; and
  - b. a bond of \$500.00 which will be refunded after your property (and that of your invitees if any) has been removed from the Premises, and the Premises left in a satisfactory condition in terms of clause 3; and
  - c. all costs and expenses arising from your use and occupation of the Premises including (without limitation) the following costs expenses:
    - i. as per our Terms and Conditions of Hall Hire
- 5 You acknowledge that the Premises form part of the School which is controlled and managed by the Board as part of its statutory responsibilities, including under the Education and Training Act 2020, which prevail over the terms of this Licence.
- 6 You are not responsible for insuring the Premises for catastrophic loss. However, the Secretary reserves the right to seek compensation, including any costs for recovery, for any loss or damage caused by your or your invitee's or agent's, use and occupation of the Premises. You acknowledge that the Secretary and the Board shall have no liability for damage or loss to School buildings or facilities or the Premises. You are responsible for insuring your own contents.

- 7 You must, at your own cost, promptly repair any damage caused to the Premises by you or any your invitees. If you fail to do so, the Board may, in addition to its other rights, repair any damage and recover the costs from you.
- 8 You will comply with and observe the Board's health and safety policy and procedures, the Health and Safety at Work Act 2015 and any relevant Regulations or Codes of practice under that Act and any Ministry of Education requirements in the use and occupation of the Premises. You will provide to the Board, if demanded, a health and safety policy and management plan for the Premises having regard to your intended use and occupation of the Premises. The Board may make recommendations to such plan or any revised plan from time to time which you must comply with.
- 9 You will use the Premises only for the Permitted Use.
- 10 You will not bring or store within the Premises (nor allow to be brought upon or stored within the Premises) any goods or things of any offensive, noxious, illegal or dangerous nature which could cause damage to School buildings or other facilities, or affect the health and safety of any person on the Premises.
- 11 You will not allow any act or thing to be done which may be or grow to be a nuisance or annoyance to the Board or any other person and generally and you will use the Premises in a clean, quiet and orderly manner free from nuisance, disturbance or annoyance to any person.
- 12 Due to its overriding statutory obligations, the Board may terminate this Licence at any time by giving you minimum 2 days' notice in writing. The Board may terminate this Licence at any time without notice if you are in breach of any covenant or agreement on your part expressed or implied in this Licence. You are not entitled to any compensation for any such early termination of this Licence.
- 13 You may not place or display any signage or advertising on the Premises (except with the written permission of the Board) or make any alterations to the Premises or construct any buildings, structures or other improvements on the Premises.
- 14 You must comply with all relevant legislation, regulations and bylaws affecting the Premises and your use of the Premises, and must not cause or allow any act on the Premises that would cause nuisance or annoyance to any neighbouring property, or any contamination of the Premises. You must, at your own cost, obtain and comply with any resource consents, permits and other planning approvals required for the Permitted Use of the Premises.
- 15 The Board makes no warranty or representation that the Premises are fit for any particular use, and you acknowledge that you have entered into this Licence completely in reliance upon your own skill and judgment. You agree to occupy and use the Premises at your own risk and release the Board from any claim for any loss or damage you may suffer or incur.
- 16 You indemnify the Board against any loss, claim, damage, expense, fine, penalty, liability or proceeding suffered or incurred at any time by the Board (or the School or the Secretary) as a direct or indirect result of any breach of your obligations, undertakings or warranties contained or implied in this Licence, or as a direct or indirect result of your activities on the Premises.
- 17 You must meet all costs and expenses (including legal costs on a solicitor/client basis) which the Board may incur in enforcing its rights under this Licence.
- 18 This Licence is personal to you, and you may not assign, transfer, sub-licence or otherwise share your rights under this licence or in the Premises to or with any other person.
- 19 This Licence is the entire agreement (and replaces all earlier negotiations, representations, warranties, understandings and agreements) between you and the Board regarding your use of the Premises. Any amendments to this Licence must be recorded in writing and signed by both you and the Board.

20 Please confirm your acceptance of these terms and conditions by signing the enclosed copy of this letter and returning it to us.

Yours sincerely

\_\_\_\_\_  
(Signed by an authorised signatory  
for and on behalf of the Board)

\_\_\_\_\_  
Position

The terms of the Licence granted by this letter are agreed and accepted

\_\_\_\_\_  
Signed by Hirer

\_\_\_\_\_  
Name of Hirer

\_\_\_\_\_  
Phone Number