



MARY'S MOUNT CENTRE (MMC) TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires:

Authorised Officer	a person that has legal authority of the Hirer or the College (as applicable) to enter into, negotiate, approve, execute and bind the respective parties to these Terms and Conditions
Booking	where the College has approved the Hirer's use of the Facility for the Event and the supply of Services, subject to these Terms and Conditions, in accordance with clause 3.2
Booking Form	means a request for a Booking submitted by the Hirer to the College in the form approved and prepared by the College
Claim	any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise
College	Loreto Ballarat Limited ABN 60 934 887 077
Event	means the event to be held by the Hirer in the Facility and includes any rehearsal, bump in/out or other use of the Facility during the Hire Period
Facility	Mary's Mount Centre at Loreto College Ballarat or any part thereof
Facility Rules	means the rules, guidelines, manuals, policies and procedures set down by the College in relation to the access and use of the Facility
Fee	means the fee set by the College from time to time for use of the Facility and delivery of the Services – as described in the Quote
GST	has the meaning it has in the GST Act
GST Act	the <i>A New Tax System (Services and Services Tax) Act 1999</i> (Commonwealth)
Hire Period	means the period during which the Hirer will have access to the Facility for the Event
Hirer	means the person or entity named as the hirer on any Booking Form, Quote or Tax Invoice
Incident	any incident that occurs in on or near the Facility including any damage, injury or risk to any person or property
Laws	means common law, principles of equity, and laws made by parliament, State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them
Loss	includes any damage, loss, cost, Claim, liability (whether actual, contingent or prospective) or expense (including legal costs and expenses) including any consequential or indirect losses or economic losses or loss of profits
Quote	means a quote that may be provided by the College to the Hirer after it has received a Booking Form, confirming the Fee for the Booking
Security Bond	is a payment made by the Hirer and held by the College pursuant to clause 7
Services	any additional services that the Hirer has asked the College to provide in connection with the Hirer's use of the Facility
Tax Invoice	means each tax invoice issued by the College to the Hirer in accordance with the GST Act
Terms and Conditions	means these terms and conditions which form part of each Booking

1.2.

In these Terms and Conditions, unless the context otherwise requires:

- (a) singular includes the plural and vice versa;
- (b) a gender includes all other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (d) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) other grammatical forms of defined words or expressions have corresponding meanings;
- (f) headings are used for convenience and do not affect the interpretation of these Terms and Conditions;
- (g) reference to a document includes the document as modified from time to time and any document replacing it;
- (h) the words "in writing" include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- (i) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind;
- (j) examples are descriptive only and not exhaustive; and
- (k) money amounts are stated in Australian currency unless otherwise specified.

2. Application

- 2.1. These Terms and Conditions will apply to all Events requested and held by the Hirer at the Facility unless expressly waived by the College in writing.
- 2.2. These Terms and Conditions may be varied by the College on 30 days' notice to the Hirer.

3. Bookings

3.1. Booking request

In order to submit a Booking request, the Hirer must submit a Booking Form to the College which must:

- (a) Be in writing;
- (b) Specify the Hire Period; and
- (c) Describe the Event.

3.2. Booking confirmed

- (a) A Booking is only confirmed, and the College is only obliged to make the Facility available for the Event once it has:
 - (i) Received a Booking Form from the Hirer;
 - (ii) Provided a Quote to the Hirer for the proposed Booking;
 - (iii) Received a copy of the Quote signed by the Hirer within 14 days of the Quote date;
 - (iv) Received, from the Hirer, payment of any deposit that is stated as due on the Quote; and
 - (v) Received from the Hirer, payment of the Security Bond.
- (b) The College has the right to reject any Booking request without assigning any reason therefore.

3.3. Variations

- (a) The College is not obliged to consider a request to vary a Booking after it has been confirmed.
- (b) The College does however acknowledge that additional Services may be requested by the Hirer and arranged by the College after the Booking is confirmed – depending on the Hirer's requirements (and subject to sufficient time being allowed to deliver/arrange the Services).
- (c) If the Hirer seeks to vary the Event or the Booking, then the Hirer will be liable for all costs, expenses and Losses incurred by the College resulting from such changes.

3.4. Cancellation

- (a) If the Hirer seeks to cancel a Booking after it has been confirmed, a cancellation fee will be payable.
- (b) Unless otherwise agreed in writing by the College, if the Hirer seeks to change the Hire Period, then that will be considered a cancellation of a Booking and the submission of a new Booking request.
- (c) If the cancellation of the Booking is notified to the College:

- (i) At least 30 days prior to the start of the Hire Period, then 25% of the Fee will be due (less any deposit already paid);
- (ii) Between 14 and 30 days prior to the start of the Hire Period, then 50% of the Fee will be due (less any deposit already paid).

4. Grant of licence

- 4.1. Once a Booking is confirmed, the College grants to the Hirer, a licence to use the Facility for the Event during the Hire Period, subject to these Terms and Conditions.
- 4.2. Nothing in these Terms and Conditions or the Booking intends to create a tenancy or right to possession or any other relationship between the College and the Hirer other than that of licensor and licensee.

5. Fees and charges

5.1. Hire Fee

- (a) The Hirer must pay to the College, for the use of the Facility and delivery of the Services, the Fee.
- (b) The Facility and the Services will be supplied at the Fee set out in the Quote unless:
 - (i) Additional Services are sought after a Booking is confirmed;
 - (ii) The Hire Period or any part of the Booking is varied after the Booking is confirmed; or
 - (iii) The cost of providing and or delivering the Facility or Services for use by the Hirer increases after a Booking has been confirmed.

5.2. Additional charges

In addition to the Fee, the Hirer agrees to pay to the College:

- (a) An amount for Services that the College agrees to provide upon request by the Hirer;
- (b) An amount equal to any damage or Loss incurred by the College in connection with the Hirer's use of the Facility – including without limitation, rubbish removal, cleaning costs and repairs;
- (c) All taxes, duty or other statutory charges/levies payable in relation to the Booking;
- (d) Third party costs and disbursements (if the provision of the Facility or Services reasonably requires it);
- (e) All legal costs (on a solicitor/client basis) and disbursements incurred by the College in connection with the Booking or enforcement of these Terms and Conditions; and
- (f) All costs and Losses incurred by the College as a result of any change to or cancellation of a Booking.

5.3. GST

- (a) Except as otherwise provided in a Quote, the Fee is inclusive of all taxes including impost, levy, deduction, charges, withholding or tax of any kind whatsoever, but excluding GST.
- (b) If the supply of the Booking is a taxable supply, the Hirer must pay, an additional amount calculated by multiplying the prevailing GST rate by the consideration for the relevant supply, provided always that the College issues a valid Tax Invoice to the Hirer.

5.4. Amount due

The final amount due in respect of a Booking will be the amount shown on the Tax Invoice supplied by the College to the Hirer.

6. Payment terms

6.1. Deposits

Unless otherwise set out in the Quote, the Hirer must provide on acceptance of a Quote, a deposit equal to 10% of the total Fee due for the Booking.

6.2. Balance due

Subject to the College having provided a valid Tax Invoice, the Hirer must pay the balance of the amount due for each Booking on the earlier of:

- (a) five (5) business days prior to the commencement of the Hire Period; or
- (b) the date specified on the Tax Invoice as the due date for payment.

6.3. Interest on overdue monies

(a) The Hirer must pay to the College, interest at the rate which is 2% above the rate from time to time fixed by the *Penalty Interest Rates Act 1983 (Vic)* on any overdue amounts, with such interest calculated from the due date for payment until the date that payment is received in full as clear funds by the College.

(b) Any payment received by the College from the Hirer must be applied, in order, to costs and Losses, then to the interest on the oldest overdue Tax Invoice, and then to the costs, Losses, interest and amount outstanding on subsequent Tax Invoices, until all overdue amounts are paid for in full.

7. Security bond

7.1. If in the opinion of the College:

- (a) There is a heightened risk of damage to the Facility by reason of the nature of the Event;
- (b) The Event may not proceed as scheduled;
- (c) The Hirer may not perform its obligations under these Terms and Conditions; or
- (d) The Hirer may not be able to pay to the College all monies due under these Terms and Conditions, then the College may require the Hirer to provide a Security Bond.

7.2. The College may use the Security Bond to compensate the College for any Loss incurred by it as a result of a breach by the Hirer of its obligations under these Terms and Conditions (without having to provide prior notice).

8. Conditions of use

The Hirer acknowledges that it must and covenants that it will:

8.1. Use

- (a) Use the Facility only during the Hire Period;
- (b) Use the Facility only for the Event as described in the Booking Form;
- (c) Use due care and skill in using the Facility;
- (d) Not cause any nuisance or danger to another occupant, visitor or person in on or accessing the Facility or neighbouring premises on the College's land;
- (e) Comply with all reasonable directions given by the College;
- (f) Comply with the Facility Rules;
- (g) Immediately report any Incident to the College

8.2. Condition

At the end of the Hire Period:

- (a) Leave the Facility in a clean and tidy condition;
- (b) Ensure that all College equipment is returned to the location where it was found;
- (c) Remove all of the Hirer's rubbish, equipment and property.

8.3. Laws

- (a) Observe and comply with all Laws;
- (b) Adhere to any limitations or restrictions set down by the College (including without limitation maximum number of patrons / occupants allowed in the Facility at one time);

8.4. Food and beverage

- (a) Comply with all Laws in relation to the preparation, provision, sale and service of food and beverages;
- (b) No alcohol is to served, consumed or brought on/in to the Facility.

8.5. Insurance

- (a) Take out and maintain throughout the Hire Period, public liability insurance for a minimum amount of \$10,000,000.00 per single event;
- (b) Provide a copy of the certificate of currency of insurance to the College prior to the Hire Period;
- (c) Not do anything that may interfere with or render any College insurance policy void or voidable or cause a College insurance premium to increase.

8.6. Safety

- (a) Nominate a responsible adult to act as the emergency warden throughout the Hire Period which person must read, understand and accept the duties set out in the Facility Rules

and complete any induction that the College may require.

8.7. Access

(a) Permit the College and its agents or authorised persons to enter the Facility (at any time) for the purpose of inspection, attending to maintenance and or anything related to the College's primary use of the Facility being education of its students.

9. Hirer warranties

9.1. The Hirer warrants and acknowledges that:

- (a) Each of them has read and understands these Terms and Conditions;
- (b) It has received, read and understands the Facility Rules;
- (c) It can pay its debts as and when they fall due;
- (d) The person accepting the Quote is an Authorised Officer;
- (e) The College makes no representation as to whether the Facility will be suitable for the Event;
- (f) The Event (and any materials marketing or associated with the Event) does not infringe on any person's intellectual property rights;
- (g) Whilst the College will make every effort to ensure that any equipment at the Facility and available for use by the Hirer is in good working order, the College cannot guarantee that such equipment will be working during the Event and the College will not be responsible if the equipment fails.

10. College obligations

10.1. Facility

The College will use its best endeavours to ensure that at the start of the Hire Period, the Facility:

- (a) Is clean and tidy;
- (b) Available for exclusive use by the Hirer without interruption during the Hire Period;
- (c) And all equipment is in good working order;

10.2. Subcontracting Services

The parties agree that the College may subcontract all or any part of the Services, but agrees that no contractual relationship will exist between the subcontractor and the Hirer. Notwithstanding that, the College may require/request that the Hirer liaises directly with a subcontractor in relation to particular Services such as technical sound and light.

11. Liabilities and Indemnities

11.1. The Hirer uses the Facility at its own risk.

11.2. Indemnity by the Hirer

To the extent permitted by Law or these Terms and Conditions, the Hirer indemnifies the College against any Claim or Loss suffered or incurred by the College or third persons, which may arise from:

- (a) The Hirer's use of the Facility;
- (b) Any breach by the Hirer of any warranties or obligations under these Terms and Conditions; and
- (c) Any injury, death, damage or Loss incurred or suffered by the Hirer, its personnel, agents, guests or third parties resulting from use of the Facility except to the extent that such injury, death, damage or Loss was caused by the negligence of the College.

11.3. Indemnity by College

The College indemnifies the Hirer against any Claim or Loss suffered or incurred by the Hirer, which may arise from any breach by the College of any of the warranties given by the College under these Terms and Conditions.

12. Termination

12.1. Default

The Hirer will be in default in the event that:

- (a) It has breached any one of the warranties made by the Hirer under these Terms and Conditions; or

- (b) It has failed to make a payment that is due to the College by the due date;
- (c) It has failed to perform any of its obligations under these Terms and Conditions; or
- (d) The Hirer is insolvent in that it is unable to pay its debts when they fall due or the College has reasonable grounds to suspect that is the case.

12.2. Rights of the College

In addition to any of its other rights:

- (a) where the Hirer is in default, the College may:
 - (i) Cancel the Booking;
 - (ii) Refuse the Hirer access to the Facility;
 - (iii) Terminate any credit accommodation granted to the Hirer;
 - (iv) Refuse to allow any further use of the Facility to the Hirer (whether under the same or a separate Booking) until the Hirer pays an overdue Tax Invoice in full.
- (b) the College may cancel the Booking and provide a full refund of the Fee (or whatever part has been paid) to the Hirer if:
 - (i) the College requires the Facility for the education of its students; or
 - (ii) in the opinion of the College, the Event is likely to adversely affect the reputation of the College in any way.
 - (iii) in the opinion of the College, the event may pose a risk to the health and safety of the College staff students and wider community that is deemed unacceptable.

12.3. Consequences

- (a) Upon cancellation of the Booking by the College, the Hirer must immediately vacate the Facility.
- (b) Termination of the Booking by the College will not affect the rights, powers, remedies or obligations of either party which have accrued to the date of termination or which will continue to be enforceable.
- (c) If the College notifies the Hirer that credit has been withdrawn, all subsequent Bookings submitted by that same Hirer must be paid for in full at the time of making the Booking.
- (d) The Hirer must pay to the College within seven (7) days of a request, the College's reasonable expenses, disbursements, costs and Losses in respect of:
 - (i) Any breach by the Hirer of these Terms and Conditions; or
 - (ii) The exercise or attempted exercise by the College of any right or remedy against the Hirer pursuant to these Terms and Conditions.

13. Privacy

13.1. Collection of personal information

Any personal information obtained or collected by the College will be retained, held and used only in accordance with the College's privacy policy and the *Privacy Act 1988* (Cth).

13.2. Change of details

The Hirer must notify the College of any change to its contact details (as set out in the Booking Form) or in its accounts payable contact at least fourteen (14) days prior to any of those changes taking place.

14. Miscellaneous

14.1. Notices

Any notice or other communication to or by a party under these Terms and Conditions:

- (a) may be given by personal service, email or post;
- (b) must be in writing, and sent to the address of each party contained in the Quote, or to any other address last notified by the party to the sender by notice given in accordance with this clause;
- (c) is deemed to be given by the sender and received by the addressee:
 - (i) if delivered in person, when delivered to the addressee; or
 - (ii) if by email, as determined by sect 13 of the *Electronic Transactions (Victoria) Act 2000*; or
 - (iii) if posted, 3 Business Days after the date of posting to the addressee whether delivered or not.

14.2. Assignment

The Hirer must not assign the Booking or any rights benefits or obligations under these Terms and Conditions without the prior written consent of the College.

14.3. Costs

Each party must pay its own costs of negotiating, preparing and accepting each Booking.

14.4. No Exclusion of rights

The rights, powers or remedies provided in these Terms and Conditions are cumulative with and not exclusive of any rights, powers or remedies provided independently of these Terms and Conditions.

14.5. Partial exercise of rights

No single or partial exercise by any party of any right, power or remedy under these Terms and Conditions shall preclude any other or further exercise of that or any other right, power or remedy.

14.6. Survival

Notwithstanding any other provision in these Terms and Conditions, any indemnity or warranty under each Booking is independent and survives completion or cancellation of the Booking.

14.7. Entire agreement

The Quote and Terms and Conditions contain the entire understanding between the parties in relation to each separate Booking and supersedes all prior agreements and communications between the parties.

14.8. Severability

Any provision of these Terms and Conditions which is invalid in any jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary; and
- (b) be severed from these Terms and Conditions in any other case, without invalidating or affecting the remaining provisions of these Terms and Conditions or the validity of that provision in any other jurisdiction.

14.9. No waiver

- (a) A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by these Terms and Conditions does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under these Terms and Conditions.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

14.10. Governing law and jurisdiction

These Terms and Conditions are governed by and must be construed in accordance with the Laws in force in Victoria and the parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms and Conditions and the Booking.

MMC FACILITY RULES

1. General

1.1. Access to the Facility

Any person nominated by the College Management shall be entitled to free access to any part of the Mary's Mount Centre at any time for the purposes of inspection and/or maintenance.

1.2. Facility areas and their usage

- a) When the Mary's Mount Centre is open to the public, only those areas specifically booked and allotted as dressing rooms space may be used for changing purposes.
- b) All foyer areas and public access areas must not be blocked or impeded from their function as thoroughfares and exits.

1.3. Statutory authorities and security

College Management reserves the right to charge the Hirer for all costs should the actions of the Hirer or their servants cause a call out of an organisation either public or private (including without limitation the fire department, police or other emergency services and/or security companies) that may involve cost to the College for such call outs of personnel and or equipment.

1.4. Cleaning between shows on the same day

Should the same Hirer require the facility to be cleaned between rehearsals and/or performances on the same day the cost of this cleaning shall be deemed as additional and be charged to the Hirer.

1.5. Smoking

Loreto College Ballarat is a smoke free school; smoking is prohibited in any facility or on the College grounds.

1.6. College entry and parking

Entrance and exit shall be by Sturt Street. Disabled (only) parking is available within the grounds, entry is via Wendouree Parade and parking is near the North East Corner of the Mary's Mount Centre.

1.7. Catering

A limited kitchen (Kiosk) adjacent to the foyer of the MMC is available for use, however all Hirers and their caterers must contact the College Venue Manager and arrange a visit to the facility to familiarise themselves with the kitchen equipment before use. The College has a list of catering equipment (crockery, glassware, cutlery etc) that is available for hire on request.

1.8. Advertising

All advertising for events held at the Mary's Mount Centre shall include the name of the Centre and the full name of the College as follows:

**The Mary's Mount Centre
Loreto College
1600 Sturt Street
Ballarat VIC 3350**

2. Use of stage, props and effects

2.1. Control Room – Bio Box

No person or persons may operate the equipment in the Control room or the equipment/controls on the prompt side of the stage without the approval of the College Venue Manager or the endorsed Technician: Sounds and Lights Concepts Pty Ltd.

2.2. Curtain and lighting Rigging

Only College personnel shall be allowed to operate the curtain and lighting rigging unless prior written approval has been obtained from the College Venue Manager.

The use of temporary rigging is permitted only with prior approval of the College Venue Manager. All rigging and associated equipment shall conform to the recognised Australian Standard for its purpose.

2.3. Pyrotechnic effects

No Pyrotechnic effects shall be permitted within the venue or college grounds without:

- i. a pre-performance demonstration of the effect to satisfy College Management of the scale of the effect;
- ii. a suitably qualified person supplied by the Hirer being in attendance to operate the effect; and
- iii. if deemed necessary by the College, a member of the local fire authority being on site whenever the effect is used – any cost for this person is to be borne by the Hirer.

2.4. Combustible materials

- a) No flammable or otherwise hazardous materials may be used in the venue or on the College grounds without the approval of the College Venue Manager and the College Business Manager. Such items include but are not limited to solvents, oil based paints, glues, cleaning agents etc.
- b) Smoke and haze machines, as well as any candles or any devices requiring a naked flame must not be used without the prior approval of the College Management before use in any area of the Mary's Mount Centre and must only be used in an approved manner.

The facilities' VESDA system will immediately trigger automatically contacting the emergency services.

Any call out charge for emergency services will be charged directly to the Hirer where no prior approval was granted or where used in an inappropriate manner.

2.5. Scenery placement

- a) If, in the opinion of the College Management, the construction of and placement of any scenery, props, costumes, etc is likely to present a hazard, the Hirer will be instructed to either reposition, rebuild or remove such items or set pieces.

- b) The College Management also reserves the right to ensure any scenery; props, costumes, etc are moved at any time before, between or after performances if these items cause any disruption to College activities.

2.6. Animals

No animals are allowed in the building with the exception of Assistance Dogs or animals specifically involved in a performance with the prior approval of the College Venue Manager.

2.7. Items requiring prior approval for use

The following items will require the prior approval of the College Management before use:

- Any glitter that is dropped or thrown and is not part of a set, make up or costume
- Flour bombs or similar
- Balloons filled with helium or in a balloon drop
- Hay, straw or other similar material whether bailed or loose
- Smoke or haze machines
- Candle or any devices requiring a naked flame
- Strobe lighting and effects
- Water pistols
- Dry ice effects
- Masking tape

Failure to obtain such approval may result in the item not being allowed in the building.

Additional cleaning required by the use of any of the above shall incur an additional charge whether approved or not.

3. Storage and use of equipment

3.1. Hirer's equipment

- a) No scenery, fittings, props, decorations or costumes etc including hired equipment shall be stored in the facility either before or after the Hire Period without the prior approval of the College Management.
- b) Equipment belonging to, or under the control of the Hirer may be left on the stage between performances or between hiring days only with the prior approval of the College Management.
- c) The College Management reserves the right to prohibit the use of any equipment supplied by the Hirer if, in the opinion of the College Management, such equipment may cause damage to the venue or harm to personnel.
- d) Any owned or hired electrical equipment brought into the venue by the Hirer shall have a current compliance tag showing that the equipment has been safety tested in accordance with the current regulations.
- e) College Management reserves the right to either instruct the Hirer to remove the piece of equipment that is untagged or alternatively at the Hirer's cost have the

equipment tested and tagged by an approved electrician.

3.2. Scenery and props

- a) Construction is not permitted within the Facility except for pre-fabricated scenery that requires assembly on site. No fixing by mechanical means to the building structure or fabric is permitted.
- b) Movable scenery on stage shall have either rubber tyres, neoprene casters (or similar) to ensure that no damage is caused to the stage floor.

3.3. Painting

- a) No painting is permitted in the Facility without prior approval of the College Management. Where approved, such painting should only be that which would normally be classified as touch-up painting to pre-fabricated sets.
- b) All paints should be water or craft-based paints. Paints that can give off noxious fumes such as oil based paints must not be used.

3.4. Venue equipment

College Management will take all reasonable steps to ensure the all College equipment shall be in good working order prior to a performance. However, College Management accepts no responsibility for the failure of any equipment during a performance.

3.5. Additional equipment

- a) Should any additional equipment be required, and where the Hirer requests such equipment to be hired by the College for the Hirer, a statement of cost and a letter of authorisation to proceed will be supplied to the Hirer.
- b) No hiring of equipment will occur without the Hirer's consent. The Hirer acknowledges that by giving consent they have agreed to pay all costs associated with the hiring of the equipment.
- c) College Management does not warrant the suitability of the equipment hired, but will always use reputable hire companies in an attempt to ensure that the hired equipment is in good working order, and is fit and proper for the purpose.

4. Staffing

4.1. Additional staff / Technicians

- a) If the Hirer is aware or becomes aware of the need for extra staff/technicians the Hirer should inform the College at least 30 days prior to the hiring date to ensure the correct staff can be rostered.
- b) It will be at the Hirer's discretion to engage additional staff or technicians and, where employed, the Hirer will be charged at the prescribed rate.
- c) Staff supplied by the venue shall receive a minimum 30 minute break for every four hours of continuous work.

MMC CHILD SAFE CODE OF CONDUCT

STATEMENT OF COMMITMENT TO CHILD SAFETY

All venue hirers of the MMC are required to observe child safe principles and use appropriate behaviour towards and in the company of children while participating in activities that include children at the MMC or while using the services of MMC's facilities or Loreto College as set out in MMC's Child Safe Code of Conduct (appended to this agreement (Appendix A).

APPENDIX A

CHILD SAFE CODE OF CONDUCT

All personnel within and participants using the services of the MMC, are responsible for supporting the safety, wellbeing and empowerment of children by:

- taking all reasonable steps to protect children from abuse
- listening and responding to the views and concerns of children, particularly if they are telling you that they or another child has been abused and/or are worried about their safety or the safety of another
- promoting the cultural safety, participation and empowerment of children with culturally and/or linguistically diverse backgrounds (for example, by having a zero tolerance for discrimination against any child, including culture, race, ethnicity or disability)
- ensuring as far as practicable that adults are not left alone with a child
- reporting any allegations of child abuse to the police or child protection
- reporting any child safety concerns to the MMC and Loreto College (Management)
- if an allegation of child abuse is made, ensure as quickly as possible that the child(ren) are safe

Adhering to this MMC child safe code of conduct Staff, volunteers and other adults must not:

- develop any 'special' relationships with children that could be seen as favouritism (for example, the offering of gifts or special treatment for specific children)
- exhibit behaviours with children which may be construed as unnecessarily physical
- put children at risk of abuse (for example, by being alone with a child or children and locking doors)
- do things of a personal nature that a child can reasonably do for themselves, such as toileting or changing clothes
- engage in open discussions of a mature or adult nature in the presence of children
- use inappropriate language in the presence of children
- express personal views on cultures, race or sexuality in the presence of children
- ignore or disregard any suspected or disclosed child abuse.

By observing these standards you acknowledge your responsibility to immediately report any breach of this code to the MMC and Loreto College leadership (Management). Venue Hire Info and Booking Form Pack - Updated 18 January 2023. Venue Hire Information, Terms & Conditions & Booking Agreement. If you believe a child has been abused or is at immediate risk of abuse, phone 000. If you believe a child has been sexually abused or is at immediate risk of sexual abuse you are required to report to police - phone 000.

Note: The Child Safe code of conduct outlines expected standards for appropriate behaviour with and in the company of children, including online conduct.

The Child Safe code of conduct is used:

- to inform parents/carers and other persons hiring the MMC's premises as a venue for children's activities, what responsibilities they have to comply with Child Safe Standards
- as part of induction training for new leadership members, staff and volunteers
- to support and inform organisational protocols and reporting procedures should breaches of the code be suspected or identified

A full copy of Loreto College Ballarat's Child Safety Code of Conduct can be found on the college website:

<https://loreto.vic.edu.au/child-safety/>