

# FACILITY HIRE LICENCE AGREEMENT

## Third Party Hire without Public Liability insurance (Private Individuals)



Please click the cursor inside the box and type or print clearly with a black pen

This AGREEMENT is between

the Owner/Operator	on behalf of the State Girl Guide Organisation (SGGO)
District Name:	SGGO Name:
District Address:	Address:
Facility Manager:	State Property Manager:
Contact Number:	State Contact Number:

AND

the Individual
Name of Individual:
Address of Individual:
Contact Number: (Work/Home/Mobile)
Email Address:

### BACKGROUND

#### A. Definition.

**Private Individual/s** hire of a Guide Hall, Campsite or other Guiding Facility for one of the following purposes:

- for overnight and casual accommodation usage for private, non-business related purposes
- as a location to hold a one-off, private, social gathering such as wedding reception, anniversary, birthday and other parties, christening, reception, reunion
- as a regular location for casual hobby activities with no services and/or products provided, nor fees collected by and for person(s) involved with group, such as art groups, scrapbooking groups, philatelist groups.

The following **are not Private Individuals**:

- Third Party Hirer that provides a service and/or product for financial reward or fee
- Third Party Hirer who should hold their own Public Liability Insurance as a business or not for profit organisation.

#### B. The Individual has requested hire of the Facility or part thereof.

Name of Facility:

Address of Facility:

Purpose of Facility Hire:

Number of Guests:                      entire use:                      part of use:

Permitted Usage:

Hiring Occurrence:  single use  weekly  fortnightly  monthly  annually  other:

Normal Hours of Use:    From Day/Date:                      am/pm:

To Day/Date:                      am/pm:

Commencement Date:

Expiry Date:

**C. The Owner/Operator authorises the Individual to have non-exclusive use of the Facility or part thereof subject to the Terms and Conditions set out in this agreement.**

**Terms and Conditions**

1. Where the Owner/Operator is required to obtain the consent of the freehold owner of the Facility, the grant of this Agreement is subject to such consent being gained.
2. The Individual will pay the following charges at least fourteen days prior to the Commencement Date:
  - a. **Security Deposit** of \$ \_\_\_\_\_ Made Payable To: \_\_\_\_\_  
This payment must be submitted with the Hire agreement, if applicable.
  - b. **Deposit** of \$ \_\_\_\_\_ Made Payable To: \_\_\_\_\_  
This payment must be submitted with the Hire agreement, if applicable.
  - c. **Facility Fee** of \$ \_\_\_\_\_ Per: \_\_\_\_\_  
To be submitted by date: \_\_\_\_\_ Made Payable To: \_\_\_\_\_

The refund policy is included in the Facility Guidelines.

3. Every payment due by the Individual to the Owner/Operator under this Agreement is exclusive of GST. In addition to every payment due, the Individual must pay to the Owner/Operator on demand, any GST payable by the Owner/Operator in respect of any payment due. GST is Goods and Services Tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).
4. The Individual must:
  - a. use the Facility only during the Normal Hours of Use specified in this Agreement
  - b. return the Facility and every part thereof in the same condition as it was found, properly cleaned and tidied, all refuse removed and all appurtenances in good substantial repair
  - c. the Facility must be cleaned and tidied by departure time of each and every Normal Hour of Use
  - d. obey all Australian Federal and State laws during the period of this Agreement
  - e. pay promptly for any loss, damage, cost of repairs or replacement of any items damaged during or as a result of the Individual's or the Individual's guests use of the Facility
  - f. pay on demand any reasonable expenses of any breach of this Agreement by the Individual
  - g. comply with all directions given by the Owner/Operator or its representative regarding the use of the Facility
  - h. use the Facility in accordance with the Facility Guidelines, Girl Guides Australia *Guide Lines* and the Girl Guides Australia Public Liability Policy.
5. The Individual must not, and must not let anyone else:
  - a. use the Facility except for the permitted usage and purpose specified in this Agreement
  - b. use any area indicated as non-accessible by Owner/Occupier
  - c. sell any alcohol in the Facility
  - d. allow any alcohol to be brought into the Facility grounds without express written permission from the Owner/Operator; whether such permission is granted is at the Owner/Operator's absolute discretion
  - e. carry on any illegal, noxious or offensive activity at the Facility
  - f. do anything which might cause nuisance, damage, disturbance to any other person, occupier or owner of any adjacent or neighbouring property
  - g. do anything which might affect any insurance policy relating to the Facility by causing
    - i. it to become void or voidable
    - ii. any claim on it being rejected
    - iii. a premium to be increased.
  - h. interfere with, or remove, any of the services or equipment in the Facility
  - i. bring onto the Facility any hazardous chemical or any object which by its nature or weight might cause damage to the Facility
  - j. use any sound-producing equipment at a volume that interferes with the enjoyment of the Facility by any other person.
6. The Owner/Operator does not warrant that the Facility is suitable for the purpose of the Facility Hire by the Individual.
7. The Owner/Operator is not liable to obtain any permits, including Liquor Permits, for the activities of the Individual. Should a permit be required the Individual must obtain such permit and provide a copy to the Owner/Operator at least fourteen days prior to the Commencement Date.
8. The Owner/Operator and/or its representatives or agents may enter the Facility at any time and remain in the Facility for the purpose of viewing the Facility and the arrangements made to keep the Facility in accordance with this Agreement.

9. The Individual acknowledges and agrees that the Individual uses and occupies the Facility at their own risk. The Individual releases the Owner/Operator from all claims resulting from any damage, loss, death or injury suffered by the Individual or the Individual's guests in connection with the Facility except to the extent that the Owner/Operator is negligent.
10. The Owner/Operator shall not be liable for any loss or damage of any nature whatsoever suffered by the Individual or the Individual's guests on or about the Facility however caused, except for liability arising by reason of the Owner/Operator's negligence.
11. If the Individual is found not to be considered as a Private Individual then:
  - a. the Individual hereby releases the Owner/Operator from, and indemnifies the Owner/Operator against, all claims resulting from any damage, loss, death or injury in connection with the Facility and the use and occupation of the Facility by the Individual except to the extent that the Owner/Operator is negligent
  - b. the Individual must take out and keep current an insurance cover in the name of the Individual and noting the interest of the Owner/Operator for public risk for any single event for \$10 million and provide satisfactory evidence of insurance cover on written request by the Owner/Operator.
12. All references in the Agreement to the Facility refers to the land as fenced or the boundaries as shown on the Facility Guidelines with all buildings, amenities, fixtures, fittings, equipment and appurtenances contained within this area.
13. The Owner/Operator may terminate this Agreement at any time if the Owner/Operator is satisfied that the Individual has failed to comply with any terms or conditions of this Agreement. Upon termination of this Agreement the Individual must leave the Facility immediately removing all Individual's property.
14. In addition to, and not in substitution for, the power to terminate this Agreement under paragraph 13, the Owner/Operator may, at any time during the period of this Licence Agreement, by giving the Individual at least four weeks' written notice to that effect, terminate this Agreement upon a date to be specified in that notice notwithstanding that there has been no breach by the Individual of any term or condition of this Agreement. No compensation is payable in respect of such termination of the Agreement except that the Individual is entitled to receive a refund of any part of the licence fee which has been pre-paid.
15. Upon the departure time, expiry or earlier termination of this Agreement the Individual must remove all of the Individual's property from the Facility and make good any damage caused by its installation or removal. Anything left in the Facility will be considered abandoned and will become the property of the Owner/Operator and may be removed by the Owner/Operator at the Individual's costs and at the Individual's risk. The Individual must pay to the Owner/Operator all the costs associated with its removal and making good as a liquidated debt which is payable on demand.
16. If the Individual has hired the Facility for regular use and continues the use of the Facility after the Expiry Date without objection by the Owner/Operator then:
  - a. the Individual's continued use of the Facility is subject to the same terms and conditions as contained in this Agreement and
  - b. either party may end this Agreement by giving four weeks' written notice to the other party at any time.
17. The Owner/Operator may use the Security Deposit to:
  - a. repair, replace or reinstate any damage caused to the Facility by the Individual or the Individual's guests
  - b. replace any equipment or items that are missing at the Facility which occurred at any time when the Individual or the Individual's guests had access to the Facility
  - c. clean the Facility if it has not been returned in an acceptable condition
  - d. recover costs of removal of any Individual's property remaining at the Facility upon termination or natural end of the agreement
  - e. recover any other costs incurred by the Owner/Operator due to breaches of this Agreement.
18. Any unused portion of the Security Deposit will be refunded to the Individual within four weeks from the Departure Date.
19. In this Agreement where it requires the Individual to do or refrain from doing something, the Individual is also required to ensure that the Individual's guests do or refrain from doing the thing, as the case may be. The Individual's guests means the Individual's family, friends, group members, guests, invitees, visitors and persons the Individuals allows onto the Facility.
20. The rights given by this Agreement are personal to the Individual and cannot be assigned, transferred or otherwise disposed of by the Individual.
21. This Agreement contains the entire understanding between the parties as to the subject matter contained in it and supersedes all previous information, representation, warranty, agreements, express or implied. Any changes to this Agreement must be in writing signed by all parties.

<b>This Agreement is dated the</b>	<b>day of</b>	<b>20</b>
<b>SIGNED</b>	<b>SIGNED</b>	
on behalf of the Owner/Occupier	by the Individual, who acknowledges that they have read, understood and will abide by the terms and conditions as set out in this agreement	
Signed:	Signed:	
Date:	Date:	
Name:	Name:	
Address:	Witness Signed:	
Contact Number:	Witness Name:	
Individual to return three original copies of this agreement to Facility Manager at:		

#### INSTRUCTIONS AND CHECKLIST FOR FACILITY MANAGER

<input type="checkbox"/>	Ensure you are using the correct form as per definition on page one. For businesses and groups or individuals with their own Public Liability insurance policy, please use a different form.
<input checked="" type="checkbox"/>	Ensure Facility has available to any persons using the Facility a current copy of: <ul style="list-style-type: none"> <li>▪ Facility Guidelines</li> <li>▪ Girl Guides Australia <i>Guide Lines</i></li> <li>▪ Girl Guides Australia Public Liability Policy.</li> </ul>
<input checked="" type="checkbox"/>	Tick the check box on page one as to which definition of Hire is the most appropriate for this instance of hire.
<input checked="" type="checkbox"/>	One person must be nominated as the Individual for the purpose of signing and agreeing to the Facility Hire Licence. All other members of the family/group/activity must be nominated under guests and a group name used (if applicable).
<input checked="" type="checkbox"/>	Print three copies of this form and complete the information required on pages one, two and three of each copy.
<input type="checkbox"/>	Collect the Security Deposit and Deposit for the Facility as outlined on page two.
<input type="checkbox"/>	The Individual must read, sign and date the Agreement on page four of each copy.
<input type="checkbox"/>	The Facility Manager (or District/Division/Region Leader as appropriate) is to sign the forms on behalf of the Owner/Occupier on page four.
<input type="checkbox"/>	Keep one copy of the Agreement for the Facilities records.
<input type="checkbox"/>	Give one copy to the Individual.
<input type="checkbox"/>	Return one copy to your State Office.