

**SCOUTS AUSTRALIA
VICTORIAN BRANCH**

HALL HIRE – AGREEMENT TO LICENCE FACILITY

AGREEMENT between (Name of Scout Group
(**‘Group’**) on behalf of the Scout Association of Australia (Victorian Branch) (**‘Licensor’**)

AND

.....of..... (**‘Licensee’**)

MADE ON (*Date of Agreement*)

Premises: (***‘Facility’**)

Part of Facility Licensed:.....

Period of Licence: From (*date and time*)..... **To** (*date & time*).....

The Licensor grants the Licence to the Licensee on the following conditions:

- 1) It is the responsibility of the Licensee:
 - a) To pay the Licence fee of \$.....and security bond of \$..... to the Group in exchange for which the Licensee shall be entitled to use of the Facility floor space, conveniences, normal Facility furnishings and water heating appliances.
 - b) To keep the Facility and every part of it and thing in it in good substantial repair and condition and to keep the same clean and tidy and pay promptly for any loss or damage to the same.
 - c) To compensate the Group for the cost of repairs or replacement of any damage to the Facility or to the furniture, furnishings, windows or equipment during occupancy.
 - d) Not to do or permit anything to be done on the said Facility or any part of it which may be or become the nuisance, annoyance or damage to the Group or the owners, tenants or other occupiers of other property in the neighbourhood, or which may prejudice the insurance of the premises or any part of it.
 - e) To obtain any permits including Liquor permits necessary for the proposed use of the Facility.
 - f) Not to interfere with, or remove any scouting equipment.
 - g) To permit the Licensor or its servants and agents at all reasonable times to enter and view the Facility and the arrangements made to keep the Facility in accordance with paragraph b) of this Clause 1.
 - h) To leave the Facility (and the surrounds) in a clean and tidy condition and to remove all refuses, to wash any items used, to store away in cupboards provided.
 - i) Not to do or permit anything to be done on the Facility which may adversely affect the Licensor's position as licensee of the Facility or which may be a breach of any covenant contained in the Licence granted to the Licensor.

- j) To obtain approval for the use of any materials to prepare the floor for dancing if required from the Licensor **before** the application of those materials or any of them.
 - k) To indemnify the Licensor and hold harmless from and against all damages, costs, actions, claims and demands that may be sustained or suffered or recovered against the Licensor by the Licensee, its servants and employees, or any other person whatsoever.
 - l) To notify Authorized Representative of the Groups for the Licensor of any occurrence that may have damaged the Facility or caused injury or damage to a person.
- 2) ***The Licensor does not insure the Licensee's property or legal liability exposures.*** Consequently, the Licensor strongly recommends that the Licensee obtains adequate insurance protection throughout the full duration of the event for which the hall is to be hired.
 - 3) The Licensee acknowledges that to the fullest extent permitted by law, the Licensor and its servants and agents are not under any liability to the Licensee or to any third party for any loss of or damage to any property or injury suffered. This includes any legal liability that may otherwise arise as a result of any direct or indirect act, neglect or default by the Licensor or any of its servants or agents.
 - 4) Termination of the Licence can be effected by either party giving to the other four weeks notice in writing.
 - 5) The Licence will be immediately cancelled if any clauses herein are violated.

**“the Facility” includes all buildings and land referred to in and specified by this License*

SIGNED BY:

..... (Signature of Leader-in-Charge of Group or of the Group’s duly Authorized Representative for and on behalf of Scouts Australia, Victorian Branch).

.....(Full name of Signing Officer)

..... (Address of Signing Officer)

Dated thisday of2010

AND BY:

..... (Signature of Licensee).

.....(Full name of Licensee)

..... (Address of Licensee)

Dated thisday of2010

IMPORTANT GUIDANCE NOTES FOR THE INTEREST AND PROTECTION OF THE LESSOR

It is essential that as the intended Lessor, you must read, understand and accept each and every one of the following conditions before entering into this Agreement.

- This 'Hall Hire' form is to be used when any Scout hall is hired by a non-commercial user. It can be signed-off on behalf of Scouts Australia (Victorian Branch) by a duly authorized member of the Group having authority for the care and management of the Group's property and premises (e.g. the Group Leader or designated 'Leader-in-Charge').
- Commercial or long term hirers of a Scout Hall are required to enter into a formal Agreement with Scouts Australia (Victorian Branch) and you should contact the Branch Legal & Property Services Administrator for further advice.
- Prior to entering into any Hall Hire arrangement you should satisfy yourself that the Group is entitled, under the terms of any existing Lease Agreement pertaining to the land on which the hall is located, to hire the hall to others. *(In circumstances where the hall does not stand on land owned by the Scout Association, the hiring of the hall to another party may be prohibited or subject to terms and conditions imposed upon us by the owner of the land).*
- ***All property inquiries are to be directed to:***

The Branch Legal and Property Service Administrator,
Scouts Australia (Victorian Branch),
Post Office Box 774,
Mount Waverley. Vic. 3149.

Direct telephone line - 8543 9810 (Tuesday – Friday)
Email: property@vicscouts.asn.au