

The signed copy of this form must be emailed to [property@vicscouts.asn.au](mailto:property@vicscouts.asn.au) or posted to the Victorian Scout Centre prior to the hire commencing,

AGREEMENT between

SECTION A – PROPERTY DETAILS <sup>1</sup>	
Name of Group:	On behalf of The Scout Association of Australia, Victorian Branch "Scouts Victoria"
Name and Address of Facility:	

And

SECTION B – HIRER DETAILS "HIRER" <sup>2</sup>	
Name:	Surname:
Residential Address:	
Suburb:	Post Code:

SECTION C – CASUAL HIRE DETAILS			
Period of Hire	From (date & time):	To (date & time):	
Part of facility to be hired (attach a sketch drawing):			
Approved Use <sup>3</sup> :			
Hire Fee:	\$	Security Bond:	\$

Scouts Victoria approves the Hirer's use of the facility on the following conditions:

**1) It is the responsibility of the Hirer to use the facility for the approved use only and:**

- a) To pay the Hire fee and security bond as documented in Section C to the Group in exchange for which the Hirer 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 leave the facility (and the surrounds) in a clean and tidy condition and to remove all rubbish, to wash any items used, and to store away in cupboards provided.
- d) To permit Scouts 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.
- e) To compensate the Group for the cost of repairs or replacement of any damage to the facility or to the furniture, furnishing, windows or equipment during occupancy.
- f) Not to do or permit anything to be done on the said facility or any part of it which may be or become a nuisance, annoyance or damage to Scouts or the owners, tenants or occupiers of other property in the neighbourhood, or which may prejudice the insurance of the premises or any part of it.

<sup>1</sup> The Group must satisfy itself that it is entitled, under the terms of any existing lease arrangements, to hire the hall to others and that an Essential Safety Measures Checklist has been completed and is held by Scouts Victoria.

<sup>2</sup> If the Hirer is a body or organization use Form P5 and send to the Victorian Scout Centre for completion of a Licence agreement.

<sup>3</sup> 18<sup>th</sup> & 21<sup>st</sup> Birthday Parties are not an Approved Use. Parties for teenagers of other ages will only be an Approved Use if the teenager is a member of the Association and the function is for a broad range of youth and adults. We strongly recommend registering the party at [www.police.vic.gov.au/partysafe](http://www.police.vic.gov.au/partysafe)

- g) Not to do or permit anything to be done on the facility which may adversely affect Scouts' occupancy rights to the facility or which may be a breach of any covenant contained in the Licence or Lease granted to Scouts.
  - h) Not to interfere with, or remove any scouting equipment.
  - i) To obtain any permits including liquor permits necessary for the proposed use of the facility.
  - j) To obtain approval for the use of any materials to prepare the floor for dancing if required from Scouts **before** the application of those materials or any of them.
  - k) To indemnify Scouts and hold harmless from and against all damages, costs, actions, claims and demands that may be sustained or suffered or recovered against Scouts by the Hirer, its servants and employees, or any other person whatsoever.
  - l) To notify the Scouts Signing Officer of any occurrence that may have damaged the facility or caused injury or damage to a person.
- 2) **Scouts do not insure the Hirer's property or legal liability exposures. Consequently, Scouts strongly recommend that the Hirer obtains adequate insurance protection throughout the full duration of the event for which the hall is to be hired.**
- 3) **The Hirer acknowledges that to the fullest extent permitted by law, Scouts its servants and agents are not under any liability to the Hirer 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 Scouts or any of its servants or agents.**
- 4) The Hirer acknowledges that they will not advertise or permit their event to be advertised or send or distribute invitations through any form of social media including Facebook and Twitter irrespective of the security or privacy settings established on social media. Failure to comply with these requirements will result in the immediate cancellation, at any time, of this Agreement and the hire Fee will not be refunded.
- 5) Termination of the Hire Agreement can be effected by either party giving to the other two weeks' notice in writing.
- 6) This Hire Agreement will be immediately cancelled and bond forfeited if any clauses herein are violated.

***\*"the facility" includes all buildings and land referred to in Section C of this Agreement***

**Signed by**

ID of Hirer confirmed. Signature of Group Representative for and on behalf of The Scout Association of Australia, Victorian Branch "Scouts Victoria"	
Full Name and role of Signing Officer:	
Date:	

***And in full acceptance of the above conditions by***

Signature of hirer:	As
Full Name of Hirer:	
Address of Hirer:	
Date:	