**GIRL GUIDES ASSOCIATION OF VICTORIA**

**FACILITY HIRE LICENCE AGREEMENT**

*This form is to be signed and used for the hiring of Guide facilities by COMMERCIAL OPERATORS OR OTHER INCORPORATED ASSOCIATIONS.*

**This AGREEMENT is between:**

**The Licensor:** Girl Guides Association of Victoria

Suite 812, 401 Docklands Drive, Docklands Victoria 3008

(Contact person of local Guides District): Name:…………………………………………..

Tel: …………………………………………..

**AND**

**The Licensee:** Name: …………………………………………………………………………

Address : ………………………………………………………………………….

………………………………………………………………………….

ABN (if applicable): ………………………………………………

The Licensee’s Authorised Officer is:

Name: ……………………………………..

Telephone Number: ……………………………………….

Mobile Number: ……………………………………….

Email: …………………………………………

**Background:**

1. The Licensee has requested the hire of the following hall/facility or part thereof:

Name of Hall/Facility: ……….. ………………………………………

Address of Hall/Facility: …………………………………………….

Date of Use: on ……………………………………………..

Hours of Use: from ………….. (am/pm) to ………………. (am/pm)

Permitted Use: ……………………………

Period of Licence: …… months commencing day of 20 (“commencement date”)

The part of the facility which is hired comprises: Hall / Toilets / Kitchen / Shed (*please circle relevant part or attach a plan*) as set out in the attached plan (if any). In this agreement the part of the facility being hired is called “**the premises**”.

1. The Licensor allows the Licensee to have non-exclusive use of the premises as requested above subject to the terms and conditions set out in this agreement.

**The Parties Hereby Agree:**

1. Where the Licensor is required to obtain the consent of the freehold owner of the premises, the grant of this Agreement is subject to such consent being obtained.
2. The Licensee must pay the following charges at least 14 days prior to the commencement date:
3. a Licence Fee of $.................... per week / month / annum to ………………………………………(name of local Guides District). This fee is payable weekly / monthly / annually in advance.
4. a non-refundable administration fee of $50.00 to Girl Guides Victoria.
5. a **\***bond of $..................... to …………………………………………... (name of local Guide District). The Licensor may use the bond to make good the costs of remedying breaches of the Licensee’s obligations under this agreement. Any unused part of the bond will be refunded to the Licensee as soon as practicable after the end of the Licence Period.

\*bond – this is optional and is at the discretion of the local Guides District.

1. The Licensee acknowledges that every payment due by the Licensee to the Licensor under this agreement is exclusive of GST. In addition to every payment due, the Licensee must pay to the Licensor on demand, any GST payable by the Licensor 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)*.*
2. It is the responsibility of the Licensee:
3. to obtain any permits necessary for the use of the premises and to comply with all laws relating to the use or occupation of the premises.
4. to maintain the premises in good order and condition having regard to their condition at the commencement date and to return the premises in the same condition as it was found, properly cleaned and tidied on expiry or earlier determination of this licence. .
5. to pay promptly for any loss, damage, cost of repairs or replacement of any items damaged during or as a result of the Licensee’s use of the premises.
6. to remove all waste and refuse, to wash any items used and to store away in cupboards provided.
7. to prepare the floor for dancing if required and to obtain the prior approval of the Licensor for any materials used.
8. to pay on demand the Licensor’s reasonable expenses in respect of or in connection with any breach of this agreement by the Licensee.
9. The Licensee must not, and must not let anyone else:
10. use the premises except for the permitted use specified above.
11. carry on any illegal, noxious or offensive activity on the premises.
12. do or permit anything to be done which might cause nuisance, damage or disturbance to the Licensor, the occupants of neighbouring properties or persons using other portions of the facilities at the same time.
13. do anything which might affect or in anyway prejudice any insurance policy relating to the premises or cause a premium to be increased.
14. interfere with or remove any of the services or equipment in the premises or in any property of which the premises form part.
15. bring onto the premises any hazardous chemical or any object which by its nature or weight might cause damage to the premises
16. use any sound-producing equipment at a volume that can be heard outside the premises.
17. erect on or near the premises any sign, advertisement or other material without the consent of the Licensor.
18. The Licensee must permit the Licensor or its servants and agents at all reasonable times to enter and view the premises and the arrangements made to keep the premises in accordance with this agreement.
19. The Licensee must take out and keep current an insurance cover in the name of the Licensee and noting the interest of the Licensor for public risk for any single event for $10 million and ensure that the insurance policy requires the insurer to give 21 days written notice of cancellation to the Licensor before cancelling or refusing to renew the policy. The Licensee must provide a certificate of currency of insurance 14 days prior to the commencement date and also at any other time on written request by the Licensor.
21. The Licensee acknowledges and agrees that it uses and occupies the premises at its own risk, and the Licensee releases the Licensor from and indemnifies the Licensor against all claims resulting from accidents occurring on the premises except in those cases where the accident is caused by the Licensor or a person for whom the Licensor is responsible.
22. If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may cancel this licence and upon cancellation the licensee will vacate the premises forthwith and the licensee will not be entitled to any compensation whatsoever.
23. In addition to and not in substitution for the power to cancel this licence under paragraph 10, the Licensor may by giving the Licensee at least four weeks’ written notice to that effect cancel this licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this licence. No compensation is payable in respect of the cancellation of the licence except that the Licensee is entitled to receive a refund of any part of the licence fee which has been pre-paid.
24. If the Licensee leaves any of its chattels or other property at the premises at the expiry or earlier determination of this licence then the chattels or property will be considered abandoned and will become the property of the Licensor, but the Licensor may remove any of the Licensee chattels or other property and recover the costs of removal and making good as a liquidated debt payable on demand.
25. The person signing this Agreement on behalf of the Licensee warrants that he/she is authorised by the Licensee to enter this agreement on its behalf.
26. The licence hereby created is personal to the Licensee. The rights conferred by this licence is non-exclusive, do not create or confer upon the Licensee any tenancy or any estate in or over the premises or any part of it. The Licensee shall not assign, sublet or transfer any right which this agreement may confer on the Licensee in any way.

Dated this day of 20

**SIGNED on behalf of the Licensor )**

**by its authorised representative ) …………………………………**

**in the presence of: )**

**Witness: ……………………………….**(signature)

**Name: ……………………………….**

**SIGNED on behalf of the Licensee )**

**by its authorised representative ) …………………………………**

**in the presence of: )**

**Witness: ……………………………….**(signature)

**Name: ……………………………….**

Girl Guides Victoria. (ABN 59 533 729 847) Suite 812, 401 Docklands Drive, Docklands Vic 3008

Telephone (03) 8606 3500 Facsimile; (03) 9602 1463

**INSTRUCTIONS AND CHECKLIST FOR COMPLETION OF FORM**

□ Use this form for any individual, company or incorporated organisations who wish to hire the facility for commercial operations (commercial operators means a registered business or incorporated bodies providing a service or product, for example: dance school, fitness or karate classes).

□ Do not use this form if the Hirer is to be given exclusive possession of the premises. Exclusive possession is where the hirer will be the sole user of the facility for the term of the Licence period. If you are not sure, please ring the property officer at Guides Centre to discuss.

□ Print 2 copies of this Form and complete the information required on pages 1 and 2.

□ Collect the Certificate of Currency of Public Liability Insurance from the Licensee.

□ Have the Licensee sign the Form on page 3 and have the signature witnessed by an independent third party. You do not have to sign the Form on behalf of Guides Victoria as this will be done by an authorised officer at Guides’ Joyce Price Centre.

□ Send the following to: **Girl Guides Victoria, Suite 812, 401 Docklands Drive, Docklands Vic 3008**

* 2 copies of the completed Forms
* Cheque for the administration fee of $50 (payable to: Girl Guides Victoria)
* Certificate of Currency of Public Liability Insurance

□ Collect the Licence fee and bond (if required) for your local Guides District having responsibility of the Facility.