**HALL HIRE LICENCE AGREEMENT**

 **for private individuals holding a private family function**

*Use this form only for the hiring of Guide Hall by private individuals wanting to hold a private family function such as anniversary, birthday, christening, reunion etc.*

**This AGREEMENT is between:**

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

Suite 812,401 Docklands Drive, Docklands 3008 Victoria

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

 Tel: …………………………………………..

 **AND**

**The Licensee:** ( Name of Hirer) :…………………………………………………………………………

(Address of Hirer) ………………………………………………………………………….

 ………………………………………………………………………….

(Telephone Number) ……………………………………….

(Mobile Number) ……………………………………….

(Email) …………………………………………

**Background:**

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

**Name of Hall**: ………..……………………………………

**Address of Hall**: …………………………………………………………………………

**Date of Hire**: **on** ……………………………………………..

**Hiring Times: from** ………….. (am/pm)  **to** ………………. (am/pm)

**Permitted use:** …………………………………………….

[please specify type of function: anniversaries, birthdays, reunions, christening etc]

1. The part of the Hall which is hired comprises: **Hall / Toilets / Kitchen / Shed** **(*please circle relevant part or attach a plan*)** or as set out in the attached plan (if any). In this Agreement the hall or part thereof being hired is called “**the Premises**”
2. 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 Date of Hire:
3. **Licence Fee** of $.................... to ……………………………………(**name of local Guides District**). This Fee will be refunded only if the Licensee gives at least 7 days notice of cancellation of the booking.
4. **non-refundable administration fee** of $50.00 to **Girl Guides Victoria**.
5. **security deposit** of $..................... to …………………………………(**name of local Guide District**).
6. 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)*.*
7. The Licensee must:
8. use the Premises only during the agreed Hiring Times on the Date of Hire.
9. obtain any necessary permits and comply with all laws relating to the use of the Premises.
10. return the Premises in the same condition as it was found, properly cleaned and tidied and all refuse removed. The Premises must be cleaned and tidied within the Hiring Times.
11. 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.
12. pay on demand the Licensor’s reasonable expenses of any breach of this Agreement by the Licensee.
13. comply with all lawful directions given by the Licensor or its representative regarding the use of the Premises.
14. The Licensee must not, and must not let anyone else:
15. use the Premises except for the permitted function specified above.
16. sell or distribute any alcohol in the Premises or allow any alcohol to be brought onto the Premises
17. carry on any illegal, noxious or offensive activity on the Premises.
18. do anything which may cause a nuisance or interfere with any other person.
19. do anything which might affect any insurance policy relating to the Premises by causing
20. it to become void or voidable, or
21. any claim on it being rejected, or
22. a premium to be increased.
23. interfere with or remove any of the services or equipment in the Premises or in any property of which the Premises form part.
24. bring onto the Premises any hazardous chemical or any object which by its nature or weight might cause damage to the Premises
25. use any sound-producing equipment at a volume that can be heard outside the Premises.
26. The Licensor does not warrant that the Premises are suitable for any of the purposes or uses of the Licensee.
27. The Licensor and/or its representatives or agents may enter the Premises at any time and remain in the Premises for the purpose of viewing the Premises and the arrangements made to keep the Premises in accordance with this Agreement.
28. The Licensee acknowledges that the Licensor has public liability insurance which protects the interests of the Licensor and may be extended to cover casual hire of Guides Halls, Camps and Facilities up to $10 million by private individual organising private family functions such as; weddings, anniversaries, birthdays, christenings, receptions, reunions. The Licensee cannot rely on the Licensor’s public liability insurance if the Licensee is not a private individual organising a private family function.
29. The Licensee acknowledges and agrees that it uses and occupies the Premises at its own risk. The Licensee releases the Licensor from and indemnifies the Licensor against all claims resulting from any damage, loss, death or injury in connection with the Premises except to the extent that the Licensor is negligent.
30. The Licensor may terminate this Agreement at any time if the Licensor is satisfied that the Licensee has failed to comply with any terms or conditions of this Agreement.
31. The Licensor may use the Security Deposit to:
32. repair, replace or reinstate any damage caused to the Premises which occurred at any time when the Licensee had access to the Premises,
33. replace any equipment or items that is missing at the Premises which occurred at any time when the Licensee had access to the Premises,
34. clean the Premises if it has not been returned in an acceptable condition,
35. recover any other costs incurred by the Licensor due to breaches of this Agreement by the Licensee.

Any unused portion of the Security Deposit will be refunded to the Licensee within 14 days from the Date of Hire.

1. The rights given by this Agreement rest in contract only and may not be assigned and nothing contained in this Agreement shall create any tenancy or other interest in the Premises.

**This Agreement is dated the day of 20 .**

**Signed by the Licensee who acknowledges that he/she has read and understood the conditions of this Agreement.**

**Signature …………………………. Licensee (Hirer)**

**Witness:………………………………………………..**

**SIGNED on behalf of GIRL GUIDES ASSOCIATION OF VICTORIA**

**Signature ………………………………………………(District Leader/Region Leader)**

**Witness:………………………………………………..**

irl 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 only for private individuals who wish to hire the hall for the purposes of holding a private family function such as anniversaries, birthdays, christenings, reunions.

□ Print 3 copies of this Form and complete the information required on pages 1 and 2.

□ Have the Hirer sign and date the Forms on page 3 and have the signature witnessed by an independent third party. The District Leader to sign the Forms on behalf of Guides Victoria.

□ Send 1 copy of the completed Form together with the administration fee of $50.00 to : **Girl Guides Victoria, Suite 812, 401 Docklands Drive, Docklands Vic 3008**

□ Keep 1 copy of the Form for the District’s record and give 1 copy to the Hirer.

□ Collect the Licence fee and security deposit for your local District having responsibility of the Hall.