**HALL HIRE LICENCE AGREEMENT**

**For commercial operators or other incorporated associations**

**This Agreement is between:**

|  |  |
| --- | --- |
| The Licensor: | Girl Guides Association of Victoria, ABN 59 533 729 847  Suite 812, 401 Docklands Drive, Docklands 3008 Victoria (03) 8606 3500 |
| Contact Name and phone number for Guide Hall |  |
| The Licensee name:  (the hirer) |  |
| Licensee telephone number |  |
| Licensee email address |  |

**Premises to be hired:**

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

|  |  |
| --- | --- |
| Name of Hall |  |
| Address of Hall |  |
| Date of Hire |  |
| Hiring times | From (am/pm) to (am/pm) |
| Frequency of hire Eg every Wednesday from 1 January 2020 to 31 December 2020 | Starting date Ending date |
| Permitted use:  (type of activity eg yoga class) |  |
| Hall hire includes (circle) | Hall / Toilets / Kitchen / Other (please specify) |

In this Agreement the hall or part thereof 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.

**Payment details**

The Parties hereby agree:

|  |  |
| --- | --- |
| Licence fee amount | $ |
| How often is the fee payable (eg weekly / monthly / annually) |  |
| Refundable Security deposit | $ |
| **The fee is payable in advance** |  |

|  |  |
| --- | --- |
| Local Guide account for electronic payment  Account name  BSB  Account number  Reference | When paying electronically, use your name as the reference for the payment |

|  |  |
| --- | --- |
| Date of agreement: |  |

|  |  |
| --- | --- |
| Signed by Licencee by its authorised representative (hirer)  Who acknowledges that she / he has read and understood the conditions of this agreement  Witnessed by (signature and name) |  |
| Signed on behalf of Girl Guides Association of Victoria by its authorised representative  Witnessed by (signature and name) |  |

**INSTRUCTIONS AND CHECKLIST FOR COMPLETION OF FORM**

**(Licensor to complete)**

□ 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.

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

□ Have the Licensee sign the Form 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 the Joyce Price Centre.

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

* 2 copies of the completed Forms
* Certificate of Currency of Public Liability Insurance

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

**Standard Terms and Conditions of Hire**

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. 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)*.*
3. It is the responsibility of the Licensee:
4. to use the Premises only during the agreed Hiring Times on the Date of Hire.
5. 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.
6. 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.
7. 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.
8. to remove all waste and refuse, to wash any items used and to store away in cupboards provided.
9. to prepare the floor for dancing if required and to obtain the prior approval of the Licensor for any materials used.
10. to pay on demand the Licensor’s reasonable expenses in respect of or in connection with any breach of this Agreement by the Licensee.
11. comply with all lawful directions given by the Licensor or its representative regarding the use of the Premises.
12. The Licensee must not, and must not let anyone else:
13. use the Premises except for the permitted use specified above.
14. sell alcohol on the Premises.
15. carry on any illegal, noxious or offensive activity on the premises.
16. do anything which might affect or in anyway prejudice any insurance policy relating to the premises or cause a premium to be increased.
17. interfere with or remove any of the services or equipment in the premises or in any property of which the premises form part.
18. bring onto the premises any hazardous chemical or any object which by its nature or weight might cause damage to the premises
19. use any sound-producing equipment at a volume that can be heard outside the premises.
20. erect on or near the premises any sign, advertisement or other material without the consent of the Licensor.
21. The Licensee is responsible for ensuring the Premises are suitable for their use.

1. 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.
2. 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.
3. 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.
4. 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.
5. In addition to and not in substitution for the power to cancel this licence under paragraph 9, 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.
6. 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.
7. 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.
8. 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.
9. The Licensor may use the Security Deposit to:
10. repair, replace or reinstate any damage caused to the Premises which occurred at any time when the Licensee had access to the Premises,
11. replace any equipment or items that is missing at the Premises which occurred at any time when the Licensee had access to the Premises,
12. clean the Premises if it has not been returned in an acceptable condition,
13. recover any other costs incurred by the Licensor due to breaches of this Agreement by the Licensee.
14. Any unused portion of the Security Deposit will be refunded to the Licensee within 14 days from the Date of Hire.
15. 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.