

SCOUT ASSOCIATION OF AUSTRALIA (ACT BRANCH)

FACILITY HIRE LICENCE: PART 1 – HIRE AGREEMENT

AGREEMENT between Scout Group on behalf of the Scout Association of Australia (ACT Branch) (The Licensor)

AND of(The Licensee).

Date of Agreement:/...../20.....

Premises:(The Facility").

Period of Licence (dates/time)

Conditions: It is the responsibility of the Licensee:

1. To pay the Licence fee of \$.....and 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.
2. To keep the Facility and every part thereof and appurtenances in good substantial repair and condition and to keep the same clean and tidy and pay promptly for any loss or damage thereto.
3. 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.
4. Not to do or permit anything to be done on the said Facility or any part thereof 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 thereof.
5. To obtain any permits including Liquor Permits necessary for the use of the Facility.
6. Not to interfere with, or remove any scouting equipment.
7. 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 Clause 2 hereof.
8. To leave the Facility (and annexes) in a clean and tidy condition and to remove all refuse, to wash any items used, to store away in cupboards provided.
9. Not to do or permit anything to be done on the Facility which may adversely affect the Licensor's position as licensee of the said Facility or which may be a breach of any covenant contained in the Licence granted to the Licensor.
10. To prepare the floor for dancing if required but to previously obtain the approval for any materials used from the Facility Hiring Manager.
11. To indemnify the Licensor and hold harmless from and against all damages, costs, actions, claims and demands which may be sustained or suffered or recovered against the Licensor by the Licensee, its servants and employees, or any other person whatsoever.
12. To effect Public Liability insurance in favour of the Licensor and the Licensee with an insurance company licensed by APRA, for an indemnity of not less than \$10,000,000. covering any property damage to the Facility, or any legal liability arising from the use of the Facility**.

Furthermore, by signing this agreement the licensee warrants that a Public Liability policy has been effected and the premium has been paid to the Insurance Company or a licensed Insurance Broker. A copy of such policy should be provided to the licensor prior to the commencement of the period of the licence.

AND IT IS HEREBY ACKNOWLEDGED:

1. The Licensor shall designate that part of the Facility Licensed hereunder.
2. Termination of the Contract can be effected by either party giving four weeks notice.
3. This Licence will be immediately cancelled if any clauses herein are violated.

SIGNED on behalf of SCOUT ASSOCIATION OF AUSTRALIA (ACT BRANCH)

Scout Group:Licensor
Name:
Address:
Contact Phone:
Date:

Signature:..... **Licensee (Hirer)**
Name:.....
Address:
Contact Phone:
Date:

*The Public Liability Policy indemnifies the Licensor and Licensee (Hirer) for their Legal Liability to Third Persons for bodily injury or damage to property arising from your negligence.

**"The Facility" includes all buildings and land referred to in and specified by this licence.

CAUTION - In the event of an incident do not admit liability but refer immediately to "Manager - Scout Insurance Scheme" - Willis Australia Limited (ACN 000 321 237), 5th Floor, 570 Bourke Street, Melbourne, 3000. Telephone (03) 8681 9703, Toll Free: 1800 335 014, Facsimile: (03) 8681 9980 as Insurance Broker to the Scout Association. (Correspondence to: GPO Box 956, Melbourne, 3001).

SCOUT HALL FACILITY HIRE LICENCE APPLICATION FORM: PART 2 –

LEGAL LIABILITY INSURANCE COVER

It is essential that Facility Hirers have their own Liability Insurance to protect themselves in the event of an accident. Coverage may be available under the Hire's existing policy or should be arranged by them with their own Insurance Broker or agent.

The Scout Association's Public Liability Policy protects the interests of the Scout group and may be extended to cover a prospective hirer, acceptable to the Group, who wishes to hold a **Private Family Function** at the Scout Hall.

The Public Liability Insurer has accepted that "Private Family Functions" is limited to birthdays, anniversaries, engagements, weddings and similar private family functions.

Excluded events include activities being held by commercial organisations, schools and sporting or social clubs as well as events open to the general public.

Indemnity Limit: \$10,000,000
Premium: \$222.00 (including Stamp Duty & GST)

- Exclusions:**
1. Alcohol. Cover is not available where alcohol is for sale at the functions.
 2. Amusements. ie. Entertainers, other than singers and dance bands at a private family function.
 3. Occasions held in Company Names or Commercial activities, such as Karate Lessons, Dancing Classes, Aerobics, Bingo or Discos, etc.

PLEASE NOTE

If Public Liability insurance cover is required for a **"Private Family Function"** please answer the following:

Name of Hirer:.....

Address of Hirer:

Date of Function:/...../20.... No. of Invited Guests:

Type of Function: (please identify: 21st, Wedding, Anniversary, etc)

Email Address: Contact Phone No:

Note: email address is solely used to confirm acceptance of cover and not for marketing purposes.

Signature of Hirer:..... Date:/...../20....

ALL SECTIONS OF THIS FORM ARE TO BE COMPLETED AND FORWARDED TO WILLIS AUSTRALIA LTD A MINIMUM OF SEVEN DAYS PRIOR TO THE EVENT TOGETHER WITH A CHEQUE PAYABLE TO:

<p>WILLIS AUSTRALIA LTD GPO BOX 956 MELBOURNE VIC 3001</p>

COMPLETION OF THIS FORM DOES NOT CONSTITUTE PLACEMENT OF A POLICY UNDER SCOUT LIABILITY INSURANCE. COVER WILL BE CONFIRMED BY RETURN EMAIL PENDING RECEIPT OF THE APPLICATION FORM, PAYMENT AND MEETING UNDERWRITING ACCEPTANCE CRITERIA.

<p>IMPORTANT (Please print)</p> <p>SCOUT GROUP:</p> <p>CONTACT NAME:</p> <p>TELEPHONE NO: (WORK)</p>
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