

SCOUT ASSOCIATION OF AUSTRALIA (TASMANIAN BRANCH)
1st Derwent Sea Scouts

FACILITY HIRE LICENCE: PART 1 – HIRE AGREEMENT

AGREEMENT between the 1st Derwent Sea Scout Group on behalf of the Scout Association of Australia (Tasmanian Branch) (The Licensor)

AND

.....

of(The Licensee).

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

Premises: 1st Derwent Seas Scouts Hall, 5 Marieville Esplanade, Sandy Bay ('The Facility').

Period of Licence (dates/time)

From:.....To:.....

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 nor remove any scouting equipment. Unless specific approval is provided, the boatshed area is out-of-bounds.
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**.
13. 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.
14. Special notes:
 - a. Good Neighbour Policy
 - i. Hirers should note that all hirers are asked to assist by complying with Hobart and State noise guidelines.
 - ii. Special care must be taken when driving and parking. Next to our hall, there is a children's playground and a dog-walking park.
 - b. Very Important note about timings:
 - i. When we accept your booking, **it will only be for specific times.**
 - ii. For multi-day bookings, access to the hall is usually limited to certain hours (eg from 8 am to 5 pm) to allow other hall users (particularly Scouts) to use the hall outside the specified periods. If 'around-the-clock' access is required (eg if a group intends to sleep in the hall), this must be specified at the time of booking.
 - iii. If you need time to set up before your intended event or afterwards, you need to specify this in your request. Others hall users may well be using the hall before or straight after your booking.
 - c. Unless specifically specified, the boatshed and storage areas are out of bounds and boating equipment is not included in any hire arrangements.

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 (Tasmanian Branch)** by **1st Derwent Sea Scout Group, Licensor.**

Signature: **Licensee (Licensor)**

Name:

Date:

and the Hirer:

Signature: **Licensee (Hirer)**

Name:

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.

1st Derwent Sea Scout Group
5 Marieville Esplanade
Sandy Bay TAS 7004
Contact Phone: 0467 065 246

<p>Email: 1stderwent.hire@gmail.com Hall Hire: https://bit.ly/Hall-Hire Website: bit.ly/1stDerwent Mail: PO Box 78, Sandy Bay 7005</p> <p>ABN 88 436 518 233</p>

CAUTION - In the event of an incident do not admit liability but refer immediately to Scouts Tasmania.

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

Minimum Indemnity Limit: \$10,000,000

Hirer Contact Information:

Email:@.....

Telephone:

Address:

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Your Key Code:

The key code is active for the period of hire. Enter the code and the 'unlock' symbol at the front door. The lock will automatically re-lock after 60 seconds. Please ensure that the door is locked at the conclusion of the hire. **Please do not pass the code to others.**

The hall has a second exit at the southern end for emergencies. Please ensure that this door is closed and locked using the lock latch at the end of the hire.

Security Cameras/Fire Alarms

CCTV is used to monitor the front and back of the hall. A further CCTV is installed inside the main hall. Smoke/Heat detectors are installed in all areas of the hall.