



This form to be used per background definition below for **casual & regular hire up to 1 year**

**LICENSE AGREEMENT** is between \_\_\_\_\_ and \_\_\_\_\_

<b>The Owner/Operator</b>	<b>On behalf of Girl Guides NSW &amp; ACT (Licensor)</b>
District Name:	Girl Guides NSW & ACT
District Address:	Address: PO Box 950, Strawberry Hills NSW 2012
Facility Manager:	Region Property Administrator: Melissa Condie
Contact Number:	Contact: Email: <a href="mailto:regionproperty@girlguides-nswact.org.au">regionproperty@girlguides-nswact.org.au</a> Telephone: 02 8396 5200

AND

<b>The Individual (Licensee):</b>	
Name of Individual, Group or Company:	ABN:
Address:	
Contact Number: (Work/Home/Mobile)	
Email Address:	

## BACKGROUND

### A. Definition.

- 1) The following (not being private individuals or private hobby groups per definition below) who are **third party hirers of Guide Halls, Campsites or other Guiding facilities on Council or Other Authority's land** should use this form:
  - a) hirers who should hold their **own Public Liability Insurance** as a business, not-for-profit or other organisation which should note "**The [name of Lessor e.g. Council or Authority] and Girl Guides NSW & ACT**" endorsed as Special Interest on the Certificate of Currency for public liability insurance to be attached to this agreement.
  - b) hirers who charge a fee for provision of products or services or are a not-for-profit or other community organisation.
- 2) Hire should be for a frequency up to a year (including, one-off, casual, regular or long term use)
- 3) Hire should be for a purpose or permitted use in accordance with Guides policy and comply with the applicable Head lease in place between Guides and that Authority. Hire excludes both dangerous and prohibited activities and use for 18-25 years' birthday parties. If in doubt call the Region Property Administrator who can check the 'Permitted Use' on the lease.

### The following are Private individuals and should use Form ADM.53:

Private individual/s hire of a Guide Hall, Campsite or other Guiding Facility for either overnight and casual accommodation usage for private, non-business related purposes, as a location to hold a one-off, private event or social gathering or as a regular hire by private hobby groups for casual hobby activities- no services and/or products provided nor fees collected by and for person(s) involved with the group eg art and scrapbooking groups.

### B. The Individual has requested hire of the Facility or part thereof.

Name of Hall/Campsite:	Address of Facility:	
Name of Lessor:		
Purpose of Facility Hire:		
Number of Guests:		
Permitted Usage:	Expiry Date of Pub Liability Insurance:	
Hire Occurrence (term): <input type="checkbox"/> overnight <input type="checkbox"/> one-off event <input type="checkbox"/> weekend <input type="checkbox"/> week <input type="checkbox"/> month <input type="checkbox"/> school term <input type="checkbox"/> year		
Normal Hours of Use:	From Day/Date:	am/pm:
	To Day/Date:	am/pm:
Commencement Date:		Expiry Date:

**The Owner/Operator authorises the Individual to have non-exclusive use of the Facility or part thereof subject to the Terms and Conditions set out in this agreement.**

Terms and Conditions:

1. Where the Owner/Operator is required to obtain the consent of the freehold owner of the Facility, the grant of this Agreement is subject to such consent being gained.
2. The Individual will pay the following charges at least fourteen days prior to the Commencement Date:

a) <b>Security Deposit</b> [Bond] of \$ _____	Made Payable To:
This payment must be submitted with the Hire agreement, if applicable.	
b) <b>Deposit</b> of \$ _____	Made Payable To:
This payment must be submitted with the Hire agreement, if applicable.	
c) <b>Facility Fee</b> of \$ _____	Per:
To be submitted by date: _____	Made Payable To:

The refund policy is included in the Facility Guidelines.

3. Every payment due by the Individual to the Owner/Operator under this Agreement is exclusive of GST. In addition to every payment due, the Individual must pay to the Owner/Operator on demand, any GST payable by the Owner/Operator 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).
4. The Individual must:
  - a. use the Facility only during the Normal Hours of Use specified in this Agreement.
  - b. return the Facility and every part thereof in the same condition as it was found, properly cleaned and tidied, all refuse removed and all appurtenances in good substantial repair.
  - c. clean and tidy the Facility by departure time of each and every Normal Hour of Use.
  - d. obey all applicable Federal and State laws during the period of this Agreement including fire regulations and comply with all notices and directions given to the Individual in respect of the property.
  - e. pay promptly for any loss, damage, cost of repairs or replacement of any items damaged during or as a result of the Individual's or the Individual's guests use of the Facility.
  - f. pay on demand any reasonable expenses of any breach of this Agreement by the Individual.
  - g. comply with all directions given by the Owner/Operator or its representative regarding the use of the Facility and not affix any signs or other items to the property or make alterations without consent.
  - h. use the Facility in accordance with the Facility Guidelines, Girl Guides Australia *Guide Lines* and the Girl Guides Australia Public Liability Policy and submit evidence of current Public Liability Insurance.
5. The Individual must not, and must not let anyone else:
  - a. use the Facility except for the permitted usage and purpose specified in this Agreement.
  - b. use any area indicated as non-accessible by the Owner/Operator.
  - c. sell any alcohol in the Facility (without permit) or smoke in or on the grounds of the Facility.
  - d. allow any alcohol to be brought into the Facility grounds without express written permission from the Licensor (such consent at Licensor's discretion) and a Liquor Consumption Permit if relevant.
  - e. carry on any illegal, noxious or offensive activity at the Facility.
  - f. do anything which might cause nuisance, damage, disturbance to any other person, occupier or owner of any adjacent or neighbouring property.
  - g. do anything which might affect any insurance policy relating to the Facility by causing it to become void or voidable any claim on it being rejected a premium to be increased.
  - h. do anything which might affect any insurance or interfere with, or remove, any of the services or equipment in the Facility.
  - i. bring onto the Facility any hazardous chemical or any object which by its nature or weight might cause damage to the Facility.
  - j. use any sound-producing equipment at a volume that interferes with the enjoyment of the Facility by any other person.
  - k. do any other act or make any omission which may void or jeopardise the insurance policy which must be maintained pursuant to clause 11 or otherwise.
6. The Owner/Operator does not warrant that the Facility is suitable for the purpose of the Facility Hire by the Licensee.

7. The Owner/Operator is not liable to obtain any permits, including Liquor Permits, for the activities of the Licensee. Should a permit be required the Licensee must obtain such permit and provide a copy to the Owner/Operator at least fourteen days prior to the Commencement Date.
8. The Owner/Operator and/or its representatives or agents may enter the Facility at any time and remain in the Facility for the purpose of viewing the Facility and the arrangements made to keep the Facility in accordance with this Agreement.
9. The Individual acknowledges and agrees that the Individual uses and occupies the Facility at their own risk. The Individual releases the Owner/Operator from all claims resulting from any damage, loss, death or injury suffered by the Individual or the Individual's guests in connection with the Facility except to the extent that the Owner/Operator is negligent and agrees to reimburse all or any of the Owner/Operator's excess payable to their Insurers in respect of any claims made under any policy of insurance.
10. The Owner/Operator shall not be liable for any loss or damage of any nature whatsoever suffered by the Individual or the Individual's guests on or about the Facility however caused, except for liability arising by reason of the Owner/Operator's negligence.
11. The Individual must take out and keep current insurances being:
  - a. public liability insurance cover for the term of the licence in the name of the Individual and noting the interest of "Girl Guides NSW & ACT and the [Name of Council/Other]" for public risk for any single event for not less than \$10 million and provide satisfactory evidence of insurance cover and receipt for the last premium prior to commencement date to the Owner/Operator.
  - b. plate glass insurance (if requested by Owner/Operator) in respect of damage or destruction from any cause to all plate glass in the windows and other portions of the property and provide satisfactory evidence of insurance cover (if requested) and the receipt for the last premium prior to the Commencement date to the Owner/Operator.
12. All references in the Agreement to the Facility refers to the land as fenced or the boundaries as shown on the Facility Guidelines with all buildings, amenities, fixtures, fittings, equipment and appurtenances contained within this area.
13. The Owner/Operator may terminate this Agreement at any time if the Owner/Operator is satisfied that the Individual has failed to comply with any terms or conditions of this Agreement. Upon termination of this Agreement the Individual must leave the Facility immediately removing all Individual's property.
14. In addition to, and not in substitution for, the power to terminate this Agreement under paragraph 13, the Owner/Operator may, at any time during the period of this Licence Agreement, by giving the Individual at least two weeks' written notice to that effect, terminate this Agreement upon a date to be specified in that notice notwithstanding that there has been no breach by the Individual of any term or condition of this Agreement. No compensation is payable in respect of such termination of the Agreement except that the Individual is entitled to receive a refund of any part of the licence fee which has been pre-paid.
15. Upon the departure time, expiry or earlier termination of this Agreement the Individual must remove all of the Individual's property from the Facility and make good any damage caused by its installation or removal. Anything left in the Facility will be considered abandoned and will become the property of the Owner/Operator and may be removed by the Owner/Operator at the Individual's costs and at the Individual's risk. The Individual must pay to the Owner/Operator all the costs associated with its removal and making good as a liquidated debt which is payable on demand.
16. If the Individual has hired the Facility for regular use and continues the use of the Facility after the Expiry Date without objection by the Owner/Operator then:
  - a. the Individual's continued use of the Facility is subject to the same terms and conditions as contained in this Agreement; and
  - b. either party may end this Agreement by giving two weeks' written notice to the other party at any time.
17. The Owner/Operator may use the Security Deposit to:
  - a. repair, replace or reinstate any damage caused to the Facility by the Individual or the Individual's guests.
  - b. replace any equipment or items that are missing at the Facility which occurred at any time when the Individual or the Individual's guests had access to the Facility.
  - c. clean the Facility if it has not been returned in an acceptable condition.
  - d. recover costs of removal of any Individual's property remaining at the Facility upon termination or natural end of the agreement.
  - e. recover any other costs incurred by the Owner/Operator due to breaches of this Agreement.
18. Any unused portion of the Security Deposit to be refunded to the Individual within four weeks of Departure.
19. In this Agreement where it requires the Individual to do or refrain from doing something, the Individual is also required to ensure that the Individual's guests do or refrain from doing the thing, as the case may be. The Individual's guests means the Individual's family, friends, group members, guests, invitees, visitors and persons the Individual allows onto the Facility.

20. The rights given by this Agreement are personal to the Individual/Licensee and cannot be assigned, transferred or otherwise disposed of by the Individual. Where the Individual comprises two or more Licensees their obligations in this agreement are joint and several.
21. This Agreement contains the entire understanding between the parties as to the subject matter contained in it and supersedes all previous information, representation, warranty, agreements, express or implied. Any changes to this Agreement must be in writing signed by all parties.
22. The parties agree to resolve any dispute under this agreement by conciliation under the NSW Consumer, Trader and Tenancy Tribunal and insofar as any clause of this agreement is inconsistent with the appropriate Facility Guidelines, *Guide Lines* or any Head Lease then the parties agree that such clause/s shall be severable without affecting the validity of the remaining provisions.

<b>This Agreement is dated the</b>		<b>day of</b>	<b>20</b>
<b>SIGNED</b>		<b>SIGNED</b>	
By the Executive Officer of Girl Guides NSW & ACT (for license in duration of beyond school term to a year) <b>or</b> an authorised person on behalf of the Owner/Operator e.g. District Leader, Facility Manager, Support Group Member (for a one off license, any period but not longer than a school term)		By the Individual and if more than one individual each bound jointly and severally who acknowledges that they have read, understood and will abide by the terms and conditions as set out herein	
Signed:		Signed:	
Date:		Date:	
Name:		Name:	
Witness signed:		Witness Signed:	
Witness Name:		Witness Name:	
<b>INSTRUCTIONS AND CHECKLIST FOR FACILITY MANAGER</b>			
<p><b>FACILITY MANAGER CHECKLIST: Print form out (double sided to save paper) x 3. If casual hire: sign on behalf of District/Support Group, get Individual to sign, send one copy to Guide House (retain one for you, other for Individual). If regular hire up to a year, send all 3 copies (inc insurance) to Guide House to sign.</b></p> <ul style="list-style-type: none"> <li>• Ensure you are using the correct form as per definition on page one. For <b>individuals &amp; groups of individuals</b> who do not have their own Public Liability insurance policy, please use free form <b>ADM.53</b> from Properties Resources.</li> <li>• Ensure Facility has available to any persons using the Facility a current copy of: 1) Facility Guidelines and 2) Girl Guides Australia <i>Guide Lines</i> and Public Liability policy 3) Girl Guides Australia Public Liability Policy.</li> <li>• One person must be nominated as the Individual for the purpose of signing and agreeing to Facility Hire Licence.</li> <li>• Print three copies of this form (double sided to save paper) and complete the information required on each copy.</li> <li>• Collect Security Deposit (Bond), Deposit and Facility fee as outlined on page two-payable to District bank A/C.</li> <li>• The Individual must read, sign and date the Agreement on page four of each copy and can have this signature witnessed by an adult over 18 which can be the Facility Manager. They give all 3 copies to Facility Manager.</li> <li>• The Facility Manager can sign if a one-off or casual hire and only needs to send one copy to Guide House (retain one for records, other for hirer) but don't sign for an annual License. Ensure a copy of evidence of Individual's current Public Liability Insurance (Certificate of Currency) in correct name is attached to each Agreement noting "<b>Girl Guides NSW &amp; ACT and the [eg name of Council]</b>" as Interested Party.</li> </ul>			
<b>If License for a year, send all 3 copies of Agreement to Guide House to sign and they will return 2 copies.</b>			
<b>Facility Manager returns one copy to the Individual and retains one for the District or Facility's records.</b>			

### HOW TO FILL IN THE FORM:

Ensure correct name used for Owner/Lessor of the land upon which Guide Hall/Campsite located. E.g. Council land (determine full name of Council) or some other authority such as Sydney Water, RTA, Dept of Housing.

#### PAGE ONE:

- **Parties: Owner/Operator** is the name of the District or Support Group acting on behalf of GGANSW & ACT as **Licensor**.
- The **Facility Manager** is the local person responsible for hiring the Hall and may include the District Leader or Support Group Leader (they can also sign the forms if only a one-off or casual hire but need to send to Guide House for signature if a regular License for up to a year). Please provide an email and telephone number in case of any queries with processing form or associated insurance.
- The **Individual (Licensee)** is the sole trader or person representing the organisation or business hiring the Hall or Campsite (the Licensee). Ask for their ABN (Australian Business number) and other details as per form, particularly email address in case we need to chase them for updated insurance details. If there are two or more persons noted then they will be jointly and severally responsible/liable for payment of fees/repairs.

#### **Background:**

**Part A** Definition clarifies who should use the form and the period (from one-off to one year) Ensure hire fits within the Part A Definition on page one and relates to a business/not-for-profit use and not to individual/hobby group hire (if so use ADM.53).

**Part B: Name of Hall/Campsite:** [insert name e.g. Bega] **Name of Lessor:** Name of the Council or other Authority.

- **Purpose of Facility Hire:** [e.g. meeting, birthday party, sport, dance or leisure activity – state specific activity].
- **Number of Guests:** [give a guesstimate if exact numbers unknown].
- **Permitted Usage:** [You can insert 'As Above' if same as Purpose. Usage Must comply with Lease and be for an approved purpose including but not limited to: accommodation/camping, function, meeting, birthday (not 18-25 yrs) sporting or recreational activity] Dangerous/unlawful activities excluded. Ask Region Property Administrator if unsure as some leases do not allow hire to third parties other than Guides.
- **Expiry Date of Pub Liability Insurance:** [insert final day insurance valid to e.g. 30/6/2010] and ensure the Certificate of Currency notes "**Girl Guides NSW & ACT and the [name of Council/Other]**" as Interested Parties on the Certificate. Attach copy to agreement.
- **Hire Occurrence:** tick applicable term/duration of hire e.g. one-off or casual etc up to year if regular license
- **Normal Hours of Use:** [insert start time to finish time on each normal day used e.g. Mondays 9-11 am] From/To Day/Date: [e.g. Friday 1<sup>st</sup> Jan 2010 To 31/12/10].

#### PAGE TWO: Terms and conditions of hire

Charges: a) **Security Deposit (Bond)** usually \$300 but District Leader's discretion to charge lesser amount. This is refunded after hire unless required for repair/replacement of items. b) **Deposit** of \$ [e.g. 10% or 50% of Hire or Facility fee to secure booking unless they pay total in advance] c) **Facility Fee** of \$ [e.g. Balance of hire or license fee]. **NB:** a), b) and c) can be paid together. Ensure a) can be traced as it will be refunded if no repairs necessary.

- **Made Payable To:** [e.g. name of District or Support Group bank account].
- **To be submitted by date:** [at least a fortnight prior to hire so forms can be received/signed off in time).

#### PAGE FOUR: Signing:

- **If short term i.e. casual hire or one off event** then District/Support Group can sign as an authorised person in first column (**Signed for the Licensor, Owner/Occupier**) and this should be witnessed by an adult over 18. Have Individual sign (also witnessed, by same authorised person if needed) then send a copy to Guide House along with copy of insurance noting correct Interested Parties (see above).
- **If long term regular License hire up to a year** then leave column one blank and get Individual to sign in second column (**Signed for the Licensee/ Individual**) and send all three copies to Region Property Administrator at Guide House together with evidence of public liability insurance. We will return 2 signed copies- for District and Individual.

**FACILITY MANAGER CHECKLIST:** Self-explanatory but ensure:

**Casual or one-off events or irregular hire for short periods-** Facility Manager/District or Support Group Leader is authorised to sign on behalf of the Licensor, Owner/Occupier. You only need attach evidence of insurance and send Guide House one copy only for their records (2nd goes to hirer, 3rd you keep as record).

**Regular users for up to a year-** Guide House must sign on behalf of the Licensor, Owner/Occupier so ensure Individual signs (and their signature is witnessed by you or another person over 18 years) and return all three copies to Guide House (along with evidence of public liability insurance). Guide House will sign and return 2 copies to you so you can keep one for your records (District/Support Group) and return the other to the Individual (Licensee/ hirer).

Any Questions please email [regionproperty@girlguides-nswact.org.au](mailto:regionproperty@girlguides-nswact.org.au) or call the Region Property Administrator.