



SCOUT ASSOCIATION OF AUSTRALIA ACT BRANCH INCORPORATED FACILITY HIRE LICENCE: HIRE AGREEMENT

The purpose of this agreement is for individuals wishing to hire Scout properties for private short term events. Events involving third party commercial business operators including, schools, sporting clubs, social groups, not for profit groups and associations, including where the event is open to the general public are required to be referred to Scout ACT Branch Head Office.

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

AND of(The Licensee).

Date of Function (dates/time)

Purpose of Hire: (ie. birthday, engagement, wedding, etc)

Hires Premises:("The Facility").

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 any applicable premium has been paid to the Insurance Company or a licensed Insurance Broker. For insurance arrangements made outside of the Scouts ACT Public Liability policy a Certificate of Insurance is required to 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 INCORPORATED

Scout Group:Licensor
Name:
Contact Phone:
Date:

Signature:..... Licensee (Hirer)
Name:.....
Address:
Email:
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.

SCOUT HALL FACILITY HIRE LICENCE **LEGAL LIABILITY INSURANCE COVER**

It is essential that Facility Hirers have their own Legal Liability Insurance to protect themselves in the event of an accident arising from the hall hire.

Scouts ACT Public Liability policy has been extended to include cover for individual private short term hall hirers. Cover is not provided to any third party commercial business operators including, schools, sporting clubs, social groups, not for profit groups and associations, including where the event is open to the general public. Policy coverage is subject to the following Endorsement Conditions together with the Policy Wording PDS which can be downloaded via the Scouts ACT website <https://www.scoutsact.com.au/hall-hire>

Prospective hall hirers should review the Endorsement Conditions and Policy Wording to ensure that the policy meets the requirements of the hall hirer and the event. Should the policy not meet the hirer's requirements the hirer will be obliged under the terms of the hire agreement to make their own public liability insurance arrangements and provide to Scouts confirmation in writing prior to the event.

Endorsement Conditions:

1. the limit of liability in respect to individual hall hirers is \$20,000,000
2. Policy excess payable by the hall hirer for each and every claim in the amount of \$1,000
3. any one occurrence that cover does not apply to any hirer where the function for which the hall is being hired is serving alcohol to persons under the age of 18 or if alcohol is being consumed by persons under the age of 18 at the function
4. that cover does not apply to third party commercial business operators
5. that the indemnity granted to any such hall hirer shall only apply in respect of any amount in excess of that provided under any other policy of insurance under which the said hirer is entitled to indemnity

CAUTION - In the event of an incident do not admit liability. For hall hirers who have utilised cover under the Scout Public Liability policy, refer any incidents immediately to "Manager - Scout Insurance Scheme" - Willis Australia Limited (ACN 000 321 237), 4th Floor, 555 Bourke Street, Melbourne, 3000. Telephone (03) 8681 9703, Toll Free: 1800 335 014 as Insurance Broker to the Scout Association of Australia (ACT Branch). (Correspondence to: GPO Box 956, Melbourne, 3001).

PLEASE NOTE

INCLUSION OF A HALL HIRER UNDER THE SCOUT LIABILITY INSURANCE COVER IS SUBJECT TO THE ELIGIBILITY CRITERIA AS LISTED ABOVE IN CONJUNCTION WITH THE ENDORSEMENT CONDITIONS AND POLICY WORDING.