

# SCOUTS VICTORIA

## HALL HIRE – AGREEMENT TO CASUAL HIRE OF SCOUT HALL FACILITY



FORM P6

The signed copy of this form must be emailed to [property@scoutsvictoria.com.au](mailto:property@scoutsvictoria.com.au) or posted to the Victorian Scout Centre prior to the hire commencing,

### AGREEMENT between

● Section A

<b>PROPERTY DETAILS<sup>1</sup></b>	
Name of Group: 5th Brunswick Scouts	On behalf of The Scout Association of Australia, Victorian Branch "Scouts Victoria"
Name of Facility: Weston Street Hall	
Address of Facility: 213A Weston Street, Brunswick East, 3057	

And

● Section B

<b>HIRER DETAILS "HIRER"<sup>2</sup></b>	
Name:	Surname:
Residential Address:	
Email Address:	Phone #:

● Section C

<b>CASUAL HIRE DETAILS</b>	
Period of Hire - From (date & time):	To (date & time):
Bank Details for Bond Refund Account Name: BSB #: Account #:	
Proposed Activity <sup>3</sup> :	
Hire Fee: \$	Security Bond: \$

Scouts Victoria approves the Hirer's use of the facility on the following conditions:

#### 1. It is the responsibility of the Hirer to use the facility for the approved use only and:

- To pay the Hire fee and security bond as documented in Section C to the Group in exchange for which the Hirer shall be entitled to use of the facility floor space, conveniences, normal facility furnishings and water heating appliances.
- To keep the facility and every part of it and thing in it in good substantial repair and condition and to keep the same clean and tidy and pay promptly for any loss or damage to the same.
- To leave the facility (and the surrounds) in a clean and tidy condition and to remove all rubbish, to wash any items used, and to store away in cupboards provided.
- To permit Scouts 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 paragraph b) of this Clause 1.
- To compensate the Group for the cost of repairs or replacement of any damage to the facility or to the furniture, furnishing, windows or equipment during occupancy.

<sup>1</sup> The Group must satisfy itself that it is entitled, under the terms of any existing lease arrangements, to hire the hall to others and that an Essential Safety Measures Checklist has been completed and is held by Scouts Victoria.

<sup>2</sup> If the Hirer is a body or organization use Form P5 and send to the Victorian Scout Centre for completion of a Licence agreement.

<sup>3</sup> 18th & 21st Birthday Parties are not an Approved Use. Parties for teenagers of other ages will only be an Approved Use if the teenager is a member of the Association and the function is for a broad range of youth and adults. We strongly recommend registering the party at [www.police.vic.gov.au/partysafe](http://www.police.vic.gov.au/partysafe)



- f) Not to do or permit anything to be done on the said facility or any part of it which may be or become a nuisance, annoyance or damage to Scouts or the owners, tenants or occupiers of other property in the neighbourhood, or which may prejudice the insurance of the premises or any part of it.
- g) Not to do or permit anything to be done on the facility which may adversely affect Scouts' occupancy rights to the facility or which may be a breach of any covenant contained in the Licence or Lease granted to Scouts.
- h) Not to interfere with, or remove any scouting equipment.
- i) To obtain any permits including liquor permits necessary for the proposed use of the facility.
- j) To obtain approval for the use of any materials to prepare the floor for dancing if required from Scouts before the application of those materials or any of them.
- k) To indemnify Scouts and hold harmless from and against all damages, costs, actions, claims and demands that may be sustained or suffered or recovered against Scouts by the Hirer, its servants and employees, or any other person whatsoever.
- l) To notify the Scouts Signing Officer of any occurrence that may have damaged the facility or caused injury or damage to a person.

**2. Scouts do not insure the Hirer's property or legal liability exposures. Consequently, Scouts strongly recommend that the Hirer obtains adequate insurance protection throughout the full duration of the event for which the hall is to be hired.**

**3. The Hirer acknowledges that to the fullest extent permitted by law, Scouts its servants and agents are not under any liability to the Hirer or to any third party for any loss of or damage to any property or injury suffered. This includes any legal liability that may otherwise arise as a result of any direct or indirect act, neglect or default by Scouts or any of its servants or agents.**

**4. The Hirer acknowledges that they will not advertise or permit their event to be advertised or send or distribute invitations through any form of social media including Facebook and Twitter irrespective of the security or privacy settings established on social media. Failure to comply with these requirements will result in the immediate cancellation, at any time, of this Agreement and the hire Fee will not be refunded.**

**5. Termination of the Hire Agreement can be effected by either party giving to the other two weeks' notice in writing.**

**6. This Hire Agreement will be immediately cancelled and bond forfeited if any clauses herein are violated.**

**\*"the facility" includes all buildings and land referred to in Section C of this Agreement**

**Signed by**

ID of Hirer confirmed. Signature of Group Representative for and on behalf of The Scout Association of Australia, Victorian Branch "Scouts Victoria"		
Full Name of Signing Officer:		
Role of Signing Officer:		Date:

**And in full acceptance of the above conditions by**

Signature of hirer:		As:	
Full Name of Hirer:			
Address of Hirer:			Date:

## Additional 5<sup>th</sup> Brunswick Conditions

**7. General.** The hirer must be over 18 to book the facility and sign the Scouts Association P6 form.

The hirer must state precisely the type of activity to take place at the facility in the "Approved Use" field.

Hirers are not permitted to enter other sections of the facility not hired, or to enter the premises outside the booked time to inspect, set up/pack up, deliver, or collect equipment or clean the facility.

**8. Concurrent Use of Spaces.** There may be times when more than one hirer uses the Halls at the same time in separate spaces within the building e.g. North Hall, South Hall. This can occur following consultation with each activity organiser to discuss the compatibility of the activities. e.g. A child's birthday in the North Hall with a dance class in the South Hall could be compatible.

**9. Decorations.** Decorations are permitted at the facility. However, they must be removed at the conclusion of the function and must not damage the facility. Streamers and balloons must not be hung from the fans. Smoke machines are not permitted. Throwing of confetti, glitters, sprays, poppers, or rice is not permitted. The bond will not be refunded if such materials are left in the facility.

**10. Personal property/storage.** All goods brought in by the hirer must be removed from the premises no later than the time specified in this agreement unless prior agreement has been made.

**11. Parking, noise, and surrounding residents.** The facility is in a residential area so the surrounding residents must be respected. The hirer is responsible for the preserving good order during the hire of the facility. Vehicles should not obstruct access to driveways or restrict parking in the street. Note there are residential parking restrictions in Weston St.

All music and noise levels must be kept at an acceptable level (not offensive to neighbours). Events must cease by 10 pm every day. The facility and car park must be clear by 11pm and noise kept to a minimum whilst packing up to meet EPA residential noise requirements:

<https://www.epa.vic.gov.au/for-community/environmental-information/noise/residential-noise/residential-noise-law>

**12. Events with Music and Dance.** Any proposed event with music and dance will require additional consideration for approval by 5<sup>th</sup> Brunswick Group Leader or Group Committee Chair, due to the proximity of neighbours.

This additional consideration may include restriction on specific types of celebratory functions, limits on numbers of attendees, alcohol consumption, security personnel, age of hall users, registration with Brunswick Police, and notifications of surrounding neighbours.

**13. Alcohol & other substances.** Approval for the consumption of alcohol on the premises is necessary if alcohol is sold in the Hall. The necessary liquor licence must be obtained and compliance with all the terms of that licence is required.

In Victoria a temporary limited liquor licence can be obtained from the Victorian Commission for Gambling and Liquor Regulation: <https://www.vcqlr.vic.gov.au/help/what-liquor-licence-do-i-need>

No smoking is permitted inside the building.

**14. Keys.** Keys are to be collected from the Hall Manager at a mutually convenient time. Doors must be locked, and keys returned after the hire period. At no time can the hirer make a duplicate copy of the key issued or change existing locks in any of the facilities. Hirers are not permitted to use their own locks on cupboards without prior permission.

**15. Cleaning.** Cleaning equipment and products, mops, buckets, and brooms are available next to the kitchen and must be used. If the facilities are not in a clean and tidy state on arrival, the Hall Manager is to be notified. After hiring, the facility must be left clean and ready for the next user. This includes:

- Sweeping the hall floors and mopping the hall floors with warm water only.
- Mopping floors in kitchen and toilet areas.
- Wiping down all benches and tables.
- Cleaning stove tops, ovens, microwave, and any equipment that was used.
- Wash any items used, and store away in the cupboards provided.
- Removing all unused food and drink from the premises.
- Safely stacking tables and chairs and returning them to their original location.
- Ensuring the outside area, including the driveways, are free of litter.

Note: Rubbish and Recycling can be disposed into the bins provided around the Hall outside. However, space must be left in each bin to allow for regular Hall users rubbish each week. The bins are emptied each Friday morning. Any excess rubbish and recycling must be bagged and removed from the premises.

The assessment of the Hall Manager is final in relation to quality of cleaning. If cleaning and rubbish removal offsite is not done, a deduction will be made to the bond.

**16. Damage and Breakages.** All breakages or hall equipment issues must be reported to the Hall Manager as soon as possible. Condition 1(e) defines the hirer's responsible for equipment damage.

The hirer must advise if the fire extinguishers have been used in any way. If fire equipment is used for other than an emergency, the cost of inspection and replenishing will be deducted from the bond.

**17. Emergencies.** In case of emergency please call 000. If the emergency number is called for any reason other than an emergency, all costs associated with the call will be charged to the hirer.

First Aid kit and an Automatic External Defibrillator (AED) are available near the kitchen. The hirer must report to the Hall Manager if it has been used.

**18. Fees and bond.** To confirm your booking, full payment including bond must be made within 7 days of invoice.

The total fee must be paid as a direct bank deposit. Any tentative bookings cannot be confirmed until full payment is made. All payments are made to the Group Treasurer, who will issue a receipt upon request.

An inspection will be conducted after the function and the bond returned within 14 days of the event, dependant on the hirer having met the Terms and Conditions of hire.

**19. Cancellation of bookings.** All cancellations and requests for changes to bookings must be made in writing to the Hall Manager.

Hire fees are non-refundable and non-transferable if less than 14 days written notice has been given.

**Please ensure that you have read this document carefully before signing the Hall Hire Agreement. We reserve the right not to accept any booking that we consider inappropriate for the facility.**