



The Scout Association of Australia, Queensland Branch Inc.
PROPERTY HIRE AGREEMENT

Form: F19
Issue: 4
Date 04/19

This agreement is between the following parties:

Insert name of Scout Group/District/Region

as agent for and on behalf of The Scout Association of Australia, Queensland Branch Inc. ABN 67 019 153 391 (**Scouts Qld**); and

Insert name of person or company (including ACN or ABN where relevant)

of (the **Hirer**)

Insert address of hirer (registered address if a company or business)

This agreement is for the hire of certain Property on the terms and conditions set out in this Property Hire Agreement (**Agreement**).

DETAILS

| | | |
|---|--|---|
| Property | List each item of property to be hired, including numbers of items. If a Scout Den or similar, specify the address. If only part of the Den is to be hired, this must be specified. Also specify number of keys to be hired. | |
| | | |
| | | |
| | | Including all components of, and accessories to, the above. |
| Permitted Purpose | List permissible use of property e.g. birthday party; camp. If a Scout Den or similar, insert maximum numbers. Include location where Property will be used. | |
| | | |
| | | |
| Collection Date & Collection Location | For equipment, list time, date and location for collection. For real property, set out address, time and date. If recurring hire, specify this. | |
| | | |
| Return Date & Return Location | For equipment, list time, date and location for return. For real property, set out address, time and date. If recurring hire, specify this. | |
| | | |
| Term/Hire Periods | For once-off bookings: | |
| | From : am/pm on | start date: |
| | To : am/pm on | finish date: |
| | For regular bookings: | |
| | From | start date: |
| | To | finish date: |
| | <input type="checkbox"/> Monday : am/pm to : am/pm <input type="checkbox"/> Friday : am/pm to : am/pm | |
| | <input type="checkbox"/> Tuesday : am/pm to : am/pm <input type="checkbox"/> Saturday : am/pm to : am/pm | |
| | <input type="checkbox"/> Wednesday : am/pm to : am/pm <input type="checkbox"/> Sunday : am/pm to : am/pm | |
| | <input type="checkbox"/> Thursday : am/pm to : am/pm | |
| Recurrence: <input type="checkbox"/> Weekly <input type="checkbox"/> Fortnightly <input type="checkbox"/> Monthly <input type="checkbox"/> Other (please specify) | | |
| Including school holiday periods? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Hire Fee | Insert periodic rental amount and payment date or frequency (e.g. monthly in advance) | \$.00 (GST exclusive) payable [on date/every time interval]. |
| Deposit | Insert \$0.00 if no deposit payable. | \$.00 (GST exclusive), payable by [date]. |
| Key Deposit | Insert \$0.00 if no key deposit payable. | \$.00 (GST exclusive) per set of keys, payable by [date]. |
| Payment Method | Insert payment method e.g. cash or bank details | |

| | | |
|---|--|---------------------|
| Hirer's Details | Name: | |
| | Email: | |
| | Phone: | |
| Scouts Qld's Representative's Details | Name: | |
| | Email: | |
| | Phone: | |
| Special Conditions: | <i>If the Property is not owned by Scouts Qld (e.g. if leased), include relevant terms here to ensure compliance – may need to attach to this Agreement. Also if induction or other is required please specify details here. If there are any restricted areas, note these here. Consider whether to include requirement to move wheelie bins onto street on certain days.</i> | |
| Signed for and on behalf of Scouts Qld by its authorised representative in the presence of: | | |
| Scouts Qld's Representative's signature: | | Witness' signature: |
| Scouts Qld's Representative's name: | | Witness' name: |
| Date: | | |
| Signed for and on behalf of the Hirer by its authorised representative in the presence of: | | |
| Hirer's signature: | | Witness' signature: |
| Hirer's name: | | Witness' name: |
| Date: | | |

TERMS AND CONDITIONS

1. CORE TERMS

- (a) Scouts Qld wishes to hire the Property to the Hirer, and the Hirer wishes to hire the Property from Scouts Qld, for the Hire Fee during the Term, on the terms and conditions set out in this Property Hire Agreement (**Agreement**).
- (b) Either party may terminate this Agreement on seven days' written notice to the other party.
- (c) Scouts Qld reserves the right to terminate this Agreement on shorter notice to the Hirer.
- (d) Nothing in this Agreement prevents the parties agreeing to terminate this Agreement in another manner, in which case Scouts Qld is not obliged to refund any charges under this Agreement (but may in its absolute discretion decide to do so).

2. HIRER'S OBLIGATIONS

The Hirer must:

- (a) pay Scouts Qld the Deposit, Key Deposit and Hire Fee on the dates, and by the Payment Method, set out in the Details;
- (b) only use the Property for the Permitted Purpose and only during the Hire Periods and Term;
- (c) not use any Scouts Qld property other than the Property without Scouts Qld's prior written consent;
- (d) keep the Property clean and tidy (including removing all rubbish) and in good repair and condition and leave it that way at the end of each Hire Period/Term (as relevant) (and, where the Property constitutes chattels, return the Property to where it was found (unless clause 2(l) applies);
- (e) ensure that the Property stays in the same condition it was at the start of the Term (fair wear and tear excepted);
- (f) not tamper or interfere with or remove any of Scouts Qld's property except as provided by this Agreement or with Scouts Qld's prior written consent;
- (g) not make copies of any keys for the Property;
- (h) if the Property is real property and the Hirer wishes to use it for dancing or martial arts, get Scouts Qld's prior written consent for this and prepare the floor appropriately for the activity;
- (i) if the Property is real property and the Hirer wishes to have alcohol on the Property, obtain Scouts Qld's and any owner's prior written consent and obtain any necessary liquor licence permits;
- (j) if the Property is chattels, ensure that no-one using the Property during the Hire Periods consumes, or is under the influence of, alcohol or drugs;
- (k) ensure that it does not, and does not allow any other person to, do (or omit to do) anything that might be a nuisance, adversely impact on the insurance of the Property or any Scouts Qld property, result in damage to any property (whether this be Scouts Qld or third party property), or constitute a breach of any laws, this Agreement or (if Scouts Qld does not own the Property) any agreement between Scouts Qld and Property's owner; and
- (l) at the end of the Term, return the Property and any keys to Scouts Qld, at the Return Date and Return Location, at the Hirer's cost.

3. SCOUTS QLD'S ENTITLEMENTS AND OBLIGATIONS

- (a) Scouts Qld must make the Property available on the Collection Date at the Collection Location.
- (b) Where the Property is real property, Scouts Qld grants the Hirer a non-exclusive licence to enter, access and remain upon the Property for the Permitted Purpose on the terms of this Agreement, and will give the Hirer reasonable access to the Property.
- (c) Scouts Qld reserves the right to enter and/or inspect the Property at any reasonable time during a Hire Period to confirm the Hirer's compliance with this Agreement.
- (d) Subject to clause 3(e), Scouts Qld must, at the end of the Term, refund:
 - (i) the Key Deposit for each set of keys returned; and
 - (ii) the Deposit less:
 - (A) any costs of cleaning, restoring or rectifying damage to the Property (or, if Scouts Qld considers that the damage cannot be adequately rectified, the costs of replacing the relevant Property); or
 - (B) replacing lost Property (or, if the lost Property constitutes keys, the cost of replacing the relevant locks), such that the Property is in effectively the same condition as at the start of the hire (fair wear and tear only excepted) and is (in Scouts Qld's opinion) suitable for its use and/or hiring to other persons.
- (e) Unless alternative arrangements have been made, if this Agreement is terminated in accordance with:
 - (i) clause 1(b), Scouts Qld will also refund the Hire Fee less any costs that Scouts Qld has already incurred in connection with this Agreement; and
 - (ii) clause 1(c), Scouts Qld will also refund the Hire Fee.

4. EMERGENCY PROCEDURES

Where the Property is all or part of a building, the Hirer acknowledges and agrees that it has been:

- (a) shown and understands the emergency procedure for the building, where the emergency exits are and how they are unlocked, where the fire extinguishers and first aid kit(s) are, how to secure the building and anything else on exit;
- (b) shown any restricted areas that should be avoided; and
- (c) given contact details for an emergency,

and the Hirer undertakes to pass this information onto other users of the Property during the Hire Period, as relevant.

5. LIABILITY AND INDEMNITY

- (a) Except where otherwise expressly stated in this Agreement, Scouts Qld is not liable (whether in contract or tort) to the Hirer in connection with this Agreement, and gives no condition, warranty or undertaking about the suitability of the Property for the Permitted Purpose.
- (b) Subject to clause 5(f), the Hirer indemnifies Scouts Qld against any costs, loss or damage, or any claim against Scouts Qld, in connection with this Agreement (regardless of who actually caused the loss or damage).
- (c) The Hirer is responsible for the Property for the duration of each Hire Period until Scouts Qld has accepted the return of the Property.
- (d) To the extent that a guarantee under the laws applies to this Agreement and cannot be excluded, Scouts Qld's liability for breach of such guarantee is limited to (at its election) replacement of the hire or the payment of the relevant Hire Fee.
- (e) The Hirer acknowledges and agrees that monetary damages alone may not be adequate compensation for a breach of this Agreement, and Scouts Qld may seek specific performance or injunctive relief from a court of competent jurisdiction as a remedy for any such actual or threatened breach.
- (f) If a party has contributed to the loss it suffered, its entitlement to damages is proportionately reduced, taking into account the extent of such contribution.
- (g) Scouts Qld's rights under this Agreement are without prejudice to any other rights or powers that it may have at law or in equity.

6. INSURANCE

As Scouts Qld's public liability policy does not cover the Hirer's activities, a precondition to the hire of any property is that the Hirer must provide Scouts Qld with certificates of currency (with Scouts Qld as a named party) demonstrating that the Hirer has obtained its own public liability insurance in the amount of \$10m and WorkCover protection to cover the hire of the Property for the Term.

7. OWNERSHIP

- (a) As between Scouts Qld and the Hirer, the Property remains the property of Scouts Qld and the Hirer's rights under this Agreement rest in contract only, and the Hirer has no right, interest or title in any of the Property or any other Scouts Qld property other than as a mere licensee (for example, this does not create any tenancy or other estate or interest in the Property or confer any statutory rights of security of tenure).

- (b) The Hirer must not create any bail, charge, lien, security or other interest over the Property.
- (c) If Scouts Qld is not the owner of the Property, Scouts Qld must advise the Hirer of this and provide the Hirer with a copy of the relevant terms and conditions of Scouts Qld's tenure.

8. FORCE MAJEURE

If something beyond a Scouts Qld's reasonable control affects its ability to perform any non-financial obligation under this Agreement, the relevant rights and obligations are suspended to the extent of that adverse effect (provided that Scouts Qld uses its best endeavours to overcome these effects).

9. GST

- (a) Terms used in this clause have the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) All amounts payable in connection with this Agreement are exclusive of GST unless otherwise specified. Where a GST-exclusive amount payable in or under this contract is consideration for a taxable supply, the payer must, subject to the other party issuing a tax invoice, pay both the GST-exclusive amount and an additional amount equal to the GST payable on the supply, at the same time.
- (c) Where non-monetary consideration is provided, the parties must share information as required to determine the appropriate amount of GST.

10. ASSIGNMENT AND NOVATION

- (a) The Hirer acknowledges and agrees that Scouts Qld may assign or novate this Agreement at any time to any third party.
- (b) The Hirer must not assign or novate this Agreement without Scouts Qld's prior written consent.

11. GENERAL

- (a) This Agreement is governed by the law in force in Queensland, and the parties submit to the jurisdiction of the courts exercising jurisdiction in Queensland and any courts that may hear appeals therefrom.
- (b) Each party must do anything that the other party reasonably requires to give full effect to this Agreement.
- (c) Each party must pay its own expenses in connection with this Agreement, except that the Hirer is responsible for paying any stamp duty, duties or other similar taxes.
- (d) Each indemnity in this Agreement survives the termination or expiry of this Agreement.
- (e) Any provision of this Agreement that is intended to survive the termination or expiry of this Agreement does so survive.
- (f) Termination or expiry of this Agreement does not affect any rights that arose before such termination or expiry.
- (g) This Agreement may be executed in counterparts and all executed counterparts constitute one document. A party may rely on a copy of this Agreement that has been executed to the same extent as if it were an original executed document.
- (h) Each person executing this Agreement declares that he or she has authority to do so and will produce written evidence of such authority if requested.

12. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) references to:
 - (i) a person include any type of entity or body including any successor in law;
 - (ii) anything include references to each part of it;
 - (iii) a singular word includes the plural, and vice versa;
 - (iv) examples are not exclusive;
- (c) if a day on or by which a party must do something under this Agreement is not a business day, the person must do it on or by the next business day; and
- (d) if a party comprises more than one person, obligations are joint and several, rights are held severally and all other references are to each individual person.