



# Tuggeranong Indoor Multi-Use Facility

Soward Way, Tuggeranong, ACT, 2901

## FACILITY HIRE AGREEMENT

### HIRER

Organization: \_\_\_\_\_

ABN, ACN or Association Id: \_\_\_\_\_

Contact name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax: \_\_\_\_\_

eMail: \_\_\_\_\_

### BOOKING DETAILS – (see page 2 for multiple and recurring bookings)

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Recurring  
Hire:

M	Tu	W	Th	F	Sa	Su
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Time: \_\_\_\_ : \_\_\_\_ AM/PM to \_\_\_\_ : \_\_\_\_ AM/PM

Area(s): Hall: ☐ Full ☐ Half

Canteens: ☐ Hall ☐ External

Meeting Rooms: ☐ Closed ☐ Open

Proposed Use: \_\_\_\_\_

Agreed Hire Charge for Booking: \$\_\_\_\_\_ including GST

Bond Amount: \$

### HIRER AGREES TO

The Hirer agrees that as a condition of hiring the Facility: –

- It must pay the Bond amount in full prior to the commencement of this agreement;
- It must pay all agreed Hire charges in full within 28 days of the date of Invoice;
- Single use bookings must be paid in full in advance;
- It must provide a copy of its current Public Liability insurance;
- Public Liability insurance coverage must be to a minimum of \$5,000,000 Australian dollars;
- It will only use the hall for the proposed use specified on this Facility Hire Form;
- Should the proposed use change, a separate Facility Hire Form must be completed;
- The attached Conditions of Hire form part of this Facility Hire Agreement and apply to and govern the hire of the Facility.

Applicant's Name and Title

Applicant's Signature

Date

Please complete this form and return to the Tuggeranong Archery Facility Hire Manager for processing.

This completed Facility Hire Agreement and Hire fees will be confirmed in writing using the eMail address specified above.

Office Use Only:	Date Received: ____ / ____ / ____	Booking Reference: ____	Booking Officer: ____
	Agreement Commences: ____ / ____ / ____	Agreement Expires: ____ / ____ / ____	Authorised Signature: ____

## Tuggeranong Indoor Multi-Use Facility – Conditions of Hire

### BOOKING 2 DETAILS – Multiple and Recurring Hire

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Recurring Hire:

M	Tu	W	Th	F	Sa	Su
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Time: \_\_\_\_:\_\_\_\_ AM/PM to \_\_\_\_:\_\_\_\_ AM/PM

Area(s): Hall: ☐ Full ☐ Half

Canteens: ☐ Hall ☐ External

Storage: ☐ Large ☐ Medium ☐ Small

Meeting Room: ☐ Closed ☐ Open

Proposed Use:

Agreed Hire Charge for Booking 2: \$\_\_\_\_\_ including GST Bond Amount: \$\_\_\_\_\_

### BOOKING 3 DETAILS – Multiple and Recurring Hire

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Recurring Hire:

M	Tu	W	Th	F	Sa	Su
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Time: \_\_\_\_:\_\_\_\_ AM/PM to \_\_\_\_:\_\_\_\_ AM/PM

Area(s): Hall: ☐ Full ☐ Half

Canteens: ☐ Hall ☐ External

Storage: ☐ Large ☐ Medium ☐ Small

Meeting Room: ☐ Closed ☐ Open

Proposed Use:

Agreed Hire Charge for Booking 3: \$\_\_\_\_\_ including GST Bond Amount: \$\_\_\_\_\_

### BOOKING 4 DETAILS – Multiple and Recurring Hire

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Recurring Hire:

M	Tu	W	Th	F	Sa	Su
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Time: \_\_\_\_:\_\_\_\_ AM/PM to \_\_\_\_:\_\_\_\_ AM/PM

Area(s): Hall: ☐ Full ☐ Half

Canteens: ☐ Hall ☐ External

Storage: ☐ Large ☐ Medium ☐ Small

Meeting Room: ☐ Closed ☐ Open

Proposed Use:

Agreed Hire Charge for Booking 4: \$\_\_\_\_\_ including GST Bond Amount: \$\_\_\_\_\_

### BOOKING 5 DETAILS – Multiple and Recurring Hire

Dates: \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

Recurring Hire:

M	Tu	W	Th	F	Sa	Su
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Time: \_\_\_\_:\_\_\_\_ AM/PM to \_\_\_\_:\_\_\_\_ AM/PM

Area(s): Hall: ☐ Full ☐ Half

Canteens: ☐ Hall ☐ External

Storage: ☐ Large ☐ Medium ☐ Small

Meeting Room: ☐ Closed ☐ Open

Proposed Use:

Agreed Hire Charge for Booking 5: \$\_\_\_\_\_ including GST Bond Amount: \$\_\_\_\_\_

# Tuggeranong Indoor Multi-Use Facility – Conditions of Hire

## PART A – DEFINITION AND INTERPRETATION

1. Definitions      The following words have these meanings in this Agreement unless the contrary intention appears:
- Agreement** means this Agreement and any schedules and annexures to the Agreement, as amended or substituted from time to time (including the Facilities Hire Agreement).
- Business Day** means a day except a Saturday or Sunday or other public holiday in the Australian Capital Territory.
- Commencement Date** means the date specified in the Facilities Hire Agreement.
- Dates and Times** means the dates and times specified in the Facilities Hire Agreement.
- Facilities Hire Agreement** means the booking document attached to and forming part of this Agreement.
- GST** has the same meaning as in the GST Act.
- GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- Hire Fee** means the fees specified in the Facilities Hire Agreement.
- Hirer** means the person or entity specified as the hirer in the Facilities Hire Agreement.
- Licence** means the licence granted by the Operator to the Hirer in accordance with this Agreement.
- Operator** means the Tuggeranong Archery Club Incorporated in the ACT.
- Party** means a person or entity who executes this Agreement.
- Parties** mean all the persons or entities who execute this Agreement.
- Premises** means the Tuggeranong Indoor Multi-Use Facility, Soward Way, Greenway, ACT, 2901.
2. Interpretation      2.1 In this Agreement unless the contrary intention appears:
- (a) a reference to this Agreement or any instrument includes any variation or replacement of any of them;
  - (b) a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
  - (c) a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
  - (d) the singular includes the plural and the plural includes the singular;
  - (e) words of one gender include any gender;
  - (f) headings do not affect the interpretation of this Agreement;
  - (g) a provision must not be construed against a Party only because that Party prepared it;
  - (h) a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
  - (i) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
  - (j) the word include is used without any limitation;
  - (k) a word or phrase defined in the Corporations Act 2001 (Cth) and the GST Act has the meaning given by the Corporations Act 2001 (Cth) and GST Act, respectively, as at the date of this Agreement.

## PART B – LICENCE

3. Licence      3.1 The Operator grants the Hirer a non-exclusive Licence to use the Premises during the Dates and Times.
- 3.2 The hire Dates and Times includes any equipment set up and take down time.
- 3.3 If the Hirer exceeds the Dates and Times, the Operator may charge the Hirer an additional hire fee as determined by the Operator.
4. Licence Only      4.1 The grant of this Licence does not in anyway create in favour of the Hirer any tenancy or any rights in the nature of a tenancy or any rights to the exclusive occupation of the Premises.
- 4.2 This Agreement is conclusive evidence in any legal proceedings that the relationship between the parties is that of licensor and licensee and not otherwise.
- 4.3 This Agreement does not give the Hirer any right of exclusive occupation of the Premises and Operator may at any time exercise all its rights as owner including without limitation its rights to possess and enjoy any part of the Premises except only where those rights prevent the operation of this Agreement.
5. Term      5.1 This Agreement commences on the Commencement Date and continues for one or more rolling periods of two (2) years from the Commencement Date unless terminated earlier in accordance with the provisions of this Agreement.
- 5.2 Either party to this Agreement may terminate this Agreement by written notice of discontinuance to the other provided such notice is duly given no earlier than three calendar months and no later than one calendar month prior to the end of each rolling period referred to in clause 5.1.
- 5.3 If the parties to this Agreement enter into another agreement encompassing the subject matter of this Agreement, this Agreement is deemed automatically terminated by mutual agreement of such parties upon the entry into force of that other agreement.
6. Hire Fee      6.1 The Hirer must pay the Hire Fee to the Operator at the times specified in the Facilities Hire Agreement.
7. GST      7.1 The Hire Fee and other amounts payable by the Hirer under this Agreement are exclusive of GST.
- 7.2 If GST is or becomes payable by the Operator for a supply under this Agreement, the Hirer must pay to the Operator an amount equal to the GST payable on that supply in addition to any other payment under this Agreement.
- 7.3 If the Hirer fails to pay an amount payable under this clause when due, the Operator may recover it from the Hirer as a debt due under this Agreement.

## PART C – PREMISES

8. Premises      8.1 The Hirer must only use the Premises for the purposes which the Premises is designed for.
- 8.2 The Hirer may warm up and heat food in the kitchen and canteen areas (if applicable).
- 8.3 The Operator gives no warranties to the Hirer on the available uses of the Premises.
- 8.4 The Hirer must satisfy itself in respect of the suitability of the Premises for the Hirer's purposes.
9. Hirer's Property      9.1 The Operator is not liable for any loss of or damage to any property of the Hirer, its employees, agents and invitees on the Premises except to the extent the loss of or damage to any property of the Hirer, its employees, agents and invitees was caused by the Operator's negligence.
10. Restrictions      10.1 The Hirer must not:
- (a) serve alcohol on the Premises unless the appropriate licences are obtained at the Hirer's expenses and the Operator has approved in writing;
  - (b) use the kitchen or canteen areas or the Premises to prepare, make or cook food, except as specified in sub-clause 8.2;
  - (c) use the Premises for pyrotechnics or horse activities
  - (d) permit any noxious, noisy, dangerous or offensive business or process to be undertaken and will not permit any nuisance, annoyance or damage to people in the vicinity of the Premises;
  - (e) do anything which may prejudice any policy of insurance;
  - (f) fails to provide adequate safety measures for the invitees and users of the Premises;
  - (g) comply with and obtain all the necessary approvals, permits, licences or consents required in order to undertake its events and activities at the Premises;
  - (h) operate any equipment or item, including without limitation electrical equipment, used in connection with the Hirer's activities which:
    - (i) does not comply with any laws including without limitation any applicable Australian standard or code of practice;
    - (ii) fails to meet the safety requirements of the Operator or any laws; or
    - (iii) has not been approved by the Operator for compatibility with existing equipment at the Premises.
- 10.2 The Hirer must not, without the prior written approval of the Operator:
- (a) modify the Premises in any way;
  - (b) mark, paint, drill into or otherwise deface any part of the Premises; or

## Tuggeranong Indoor Multi-Use Facility – Conditions of Hire

- (c) construct, or permit to be constructed, any structures on Premises or make any structural alterations to Premises or undertake any works on the Premises.
11. Make Good
- 11.1 The Hirer must, at the end of each use of the Premises:
- (a) remove all its property from the Premises unless there has been prior arrangement in writing to use one of the various onsite storage areas, including authority to leave specified equipment in the Main Hall Open Area;
  - (b) leave the Premises, kitchen area, fridges, toilets and meeting areas in a clean and tidy state;
  - (c) return the Premises to the condition it was provided to the Hirer, fair wear and tear excepted; and
  - (d) make good any damage caused as a result of the Hirer's use of the Premises or removing its property from the Premises.
- 11.2 If the Hirer fails to make good the Premises in accordance with sub-clause 11.1:
- (a) the Operator may carry out the work to make good on the Hirer's behalf; and
  - (b) the Hirer must pay to the Operator on demand any money expended by the Operator in carrying out this work except for work to repair items of fair wear and tear.
- 11.3 The Hirer releases Operator from all claims, liability and damage arising from Operator exercising its right under sub-clause 11.2.

### PART D – RISK, INDEMNITY AND INSURANCE

12. Risk and Indemnity
- 12.1 The Hirer uses and accesses the Premises at its own risk.
- 12.2 The Hirer releases and indemnifies the Operator and its employees, agents and contractors against any claim for liability, costs, damage or compensation in respect of any loss, damage, harm or injury whatsoever sustained by the Hirer or its servants or invitees at the Premises except as a result of the Operator's negligence.
13. Insurance
- 13.1 The Hirer must effect and maintain, in the names of the Hirer and the Operator:
- (a) public liability insurance for \$5 million;
  - (b) worker's compensation cover as required by law;
  - (c) insurance covering damage to, loss of or theft of the Hirer's equipment; and
  - (d) any other insurance reasonably required by the Operator.
- 13.2 The insurance effected and maintained by the Hirer must:
- (a) be valid at all times the Hirer has possession of the Premises; and
  - (b) be effected and maintained with a reputable insurer.
- 13.3 The Hirer must, if required by the Operator, provide the Operator with evidence of its insurance policies in accordance with this clause 13

### PART E – GENERAL PROVISIONS

14. Other termination
- 14.1 The Operator may by written notice immediately terminate this Agreement if:
- (a) the Hirer is insolvent or unable to pay its debts when they fall due; or
  - (b) the Hirer breaches this Agreement; or
  - (c) the Operator's right to grant the Licence terminates or is revoked.
- 14.2 All obligations on the Hirer to pay costs, fees and expenses accrued prior to the termination of this Agreement survive the termination of this Agreement.
15. Confidentiality
- 15.1 The Parties must keep confidential:
- (a) the terms of this Agreement;
  - (b) any information obtained by a Party under or arising out of this Agreement of a confidential nature; and
  - (c) any information indicated by a Party in writing as being of a confidential nature, and must not disclose the information without the prior written approval of the other Parties except:
- (d) to its professional advisers, bankers, financial advisers and financiers upon those persons undertaking to keep confidential any information so disclosed; or
- (e) to comply with any applicable law or the requirements of any regulatory body.
16. No waiver
- Method of waiver
- 16.1 A Party waives a right under this Agreement only by giving written notice that it waives that right.
- Limitation of waiver
- 16.2 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past instances).
17. Costs
- 17.1 Each Party will pay its own costs in relation to the preparation, negotiation, completion and execution of this Agreement.
- 17.2 The Hirer must pay within the time required by statute, all stamp duty, taxes and charges payable in respect of this Agreement.
18. Notices
- 18.1 Notices must be in writing and in English, and may be given by an authorised representative of the sender.
- 18.2 Notice may be given to a person:
- (a) personally;
  - (b) by leaving it at the person's address last notified;
  - (c) by sending it by mail to the person's address last notified;
  - (d) by sending it by facsimile to the person's facsimile number last notified; and
  - (e) by sending it by email to the person's email address last notified.
- 18.3 Notice is deemed to be received by a person:
- (a) when left at the person's address;
  - (b) if sent by mail, 3 Business Days after posting;
  - (c) if sent by facsimile or email, at the time and on the day shown in the sender's transmission report, if it shows that the whole notice was sent to the person's facsimile number or email address last notified.
- 18.4 If the notice is deemed to be received on a day which is not a Business Day or after 5pm, it is deemed to be received at 9am on the next Business Day.
- 18.5 If two or more people comprise a Party, notice to one is effective notice to all.
19. Jurisdiction
- 19.1 This Agreement is governed by the laws of the Australian Capital Territory.
- 19.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Australian Capital Territory.
- 19.3 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.
20. Assurances
- 20.1 Each Party must:
- (a) do everything necessary or desirable to give full effect to this Agreement, and
  - (b) not do anything which might prevent full effect being given to this Agreement.
21. Whole Agreement
- 21.1 This Agreement embodies the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.
- 21.2 Subject to clause 21.3, each Party:
- (a) has relied on their own enquiries in deciding to sign this Agreement; and
  - (b) has not relied on any warranties, representations, or statements of any kind in deciding to sign this Agreement.
- 21.3 Clause 21.2 does not apply to the warranties and representations expressly given under this Agreement.
- 21.4 No variation to this Agreement is valid unless in writing and signed by all Parties.
22. Counterparts
- 22.1 This Agreement may be executed in any number of counterparts and a counterpart may be a facsimile.
- 22.2 Together all counterparts make up one document. If this Agreement is executed in counterparts, it takes effect when each Party has received the counterpart executed by the other Parties.
23. Assignment
- 23.1 A Party may only assign its rights or obligations under this Agreement with the written consent of the other Parties.
24. Severability
- 24.1 If any part of any provision of this Agreement is invalid or unenforceable then that provision is severed from this Agreement to the extent necessary and the remaining provisions remain valid and enforceable.