



# Storm King Dam Facility Hire Agreement Form



**SCOTS PGC  
COLLEGE**  
Warwick, Queensland

Where country values inspire excellence

[scotspgc.com.au](http://scotspgc.com.au)

Uniting Church in Australia Property Trust (Q). CRICOS 00537M

## 1. Definitions

In this document unless expressed or implied to the contrary:

**Activity Date** means the occupation date specified in Item 2, and if more than one occupation date is specified, each of those dates.

**Application Form** means the application form (provided separately) which must be completed prior to entering into this Agreement.

**Bond** means the bond specified in Item 7.

**Business Manager** means the manager of the Facility appointed by the College from time to time (if any), or in the absence of a manager, the responsible College officer.

**Conditions of Hire document** means the document attached to the Application Form.

**College** means The SCOTS PGC College of 60 Oxenham Street, Warwick Qld 4370 and where consistent with the context includes College's officers, employees, agents and invitees.

**Casual Bookings** means bookings of the Facility made for events or functions which will not occur on a regular basis.

**Facility** means the STORM KING DAM facility.

**Hirer** means the hirer specified in Item 1, and where consistent with the context includes the Hirer's employees, agents, invitees and persons the Hirer allows in the Facility.

**Hiring Fee** means the hiring fee for the Facility to be specified by the College after submission of the Application Form.

**Item** means an item in the Application Form.

**Regular Bookings** means bookings of the Facility made for events or functions which will occur on a regular basis, e.g. daily, weekly, or monthly.

## 2. Licence

### 2.1 Grant of licence

2.1.1 In consideration of the Hirer paying the Hiring Fee, the College grants to the Hirer a licence to use the Facility on the Activity Date subject to the terms and conditions of this Agreement.

2.1.2 The Hirer may not transfer the licence or the booking to use the Facility nor may they grant a sub-licence to use the Facility or any part thereof.

## **2.2 Payment of Hiring Fee**

### **2.2.1 Casual Bookings**

The Hirer must pay to the College the Hiring Fee at least 14 days prior to the Activity Date. If more than one Activity Date is specified in Item 2, and a Hiring Fee per Activity Date is specified by the College, then the Hirer must pay the Hiring Fee for the next Activity Date at least 14 days prior to that Activity Date.

### **2.2.2 Regular Bookings**

An invoice for the full amount(s) of Hiring Fee(s) for the month in which the booking(s) took place shall be issued on the last business day of the month in which the booking(s) took place. The Hirer must pay to the College the Hiring Fee in accordance with the terms described on the invoice.

## **2.3 Rights of Hirer**

The Hirer may exercise the following rights during the period of access or occupation under the licence:

- 2.3.1 the right to use the Facility on the Activity Date for the purposes specified in the Application Form; and
- 2.3.2 the right of the Hirer and their employees, authorised agents, servants, contractors and invitees to enter and leave the Facility.

## **3. Applications**

### **3.1 Application Form**

- 3.1.1** Applications to hire the Facility shall be made to the Business Manager using the Application Form.
- 3.1.2** Where the application is made on behalf of an organisation or body of persons, the applicant shall state the name of the organisation and the authority of the applicant for making such application.
- 3.1.3** The College may accept or reject any application at its absolute discretion.
- 3.1.4** The College reserves the right to cancel any bookings when the Facility is required for College functions. Monies paid will be refunded. The Hirer agrees in such case to accept the decision and to have no claim at law or in equity for any loss or damage.
- 3.1.5** The College reserves the right to cancel any bookings should the facility be required for the delivery of essential or emergency services in response to natural or other emergencies. Monies paid will be refunded. The Hirer agrees in such case to accept the decision and to have no claim at law or in equity for any loss or damage.

**3.1.6** The College reserves the right to withhold or refuse the use of the Facility for activities including but not limited to:

- Teenage parties
- 18th birthday parties
- 21st birthday parties
- “after parties”
- Parties where the majority of participants are under 25
- Sporting Club functions
- Premises registered as or used to conduct a private business
- Or for any other activity or function, at its absolute discretion.

### **3.2 Confirmation of hiring**

The Hirer must, at least 14 days prior to the Activity Date, deliver to the Business Manager:

**3.2.1** a completed Application Form;

**3.2.2** the Hiring Fee; and

**3.2.3** the Bond.

### **3.3 Additional equipment and persons**

The parties acknowledge that Item 6 of the Application Form sets out the details of any additional equipment to be brought into the Facility by the Hirer.

## **4. Termination of Agreement**

### **4.1 By the Hirer**

Irrespective of whether or not either party is in default under this Agreement, the Hirer may terminate this Agreement at any time with immediate effect by giving written notice of termination to the Business Manager.

### **4.2 By the College**

4.2.1 Subject to clause 4.2.2, irrespective of whether or not either party is in default under this Agreement, and notwithstanding that the Hirer has previously:

- a) paid the Hiring Fee and/or the Bond; or
- b) taken any other action pursuant to this Agreement;

The College may terminate this Agreement at any time with immediate effect by giving written notice of termination to the Hirer.

4.2.2 If the Hirer has a Regular Booking under the terms of this Agreement for a period of not less than 9 months and is not in default or in breach of any of the terms and conditions of this Agreement, the College may terminate this Agreement at any time for any reason but must give written notice to the Hirer at least 4 weeks prior to the termination date.

4.2.3 Regardless of clauses 4.2.1 and 4.2.2, if the Hirer is in breach of the Agreement the College may terminate this Agreement at any time with immediate effect by giving written notice of termination to the Hirer.

### **4.3 Refund of Hiring Fee and Bond**

Upon termination of this Agreement under this clause, (subject to condition 4.3.3) the College shall promptly refund to the Hirer:

4.3.1 any Hiring Fee previously paid by the Hirer in respect of any Activity Date which has not yet passed; and

4.3.2 the Bond;

less any amounts which the Hirer owes to the College under this Agreement as at the date referred to in condition 4.3.1.

4.3.3 Where the booking is cancelled by the Hirer, the College shall return the bond or Hiring Fee as follows:

- a) Where notification of cancellation is received by the Business Manager at least one (1) calendar month prior to the Activity Date the full bond shall be refunded.
- b) Where notification of cancellation is received by the Business Manager less than one (1) calendar month, but more than two (2) weeks prior to the Activity Date, one half of the bond shall be refunded.
- c) Where notification of cancellation is received two (2) weeks or less before the Activity Date, no monies shall be refunded.

### **4.4 Effect of termination**

Upon termination of this Agreement, the parties shall be released from any further obligations under this Agreement, however nothing in this clause releases either party from any breach of this Agreement arising prior to the date of termination.

## **5. Use of the Facility**

**5.1** The Hirer must only use the Facility for the purpose specified in the Application Form.

**5.2** The Hirer may only use the Facility during the hours specified in Item 2 or otherwise with permission of the Business Manager. Nothing in this Agreement entitles the Hirer to access or use the Facility at any other time.

**5.3** The Hirer must use the Facility in a responsible manner and must not do anything on or in connection with the Facility which the College considers may bring College into disrepute.

**5.4** The Hirer must not do anything on or in connection with the Facility which the College considers may prejudice any insurance effected in respect of the Facility.

**5.5** The Hirer shall be responsible for the maintenance and preservation of good order in the Facility and its environs during the Activity Date, and must comply with any requirements or directions issued by Council in this regard.

**5.6** The Hirer must not permit the number of the people in the Facility at any one time to exceed the maximum number specified in Item 3.

**5.7** The Hirer must comply with all laws in connection with the Facility and the Hirer's use of the Facility.

- 5.8** The Hirer must not do anything in connection with the Facility which may cause a nuisance or interfere with any other person.
- 5.9** The Hirer shall be solely responsible at its own cost for making all arrangements for the supervision of the Facility, public safety and the provisions of adequate security staff. In this regard, the College may issue requirements and/or directions in relation to these matters, and the Hirer must comply with any such requirements or directions.
- 5.9.1 The College is not liable for any theft, loss or damage incurred by the Hirer of any item or thing, nor for any theft, loss or damage of any item or thing supplied by any person or entity to the hirer.
- 5.9.2 Any suspected theft must be reported immediately to the Business Manager.
- 5.10** At least 14 days prior to the Occupation Date, the Hirer must provide to the College for approval, written details of:
- 5.10.1 the measures proposed to be taken by the Hirer in respect of security arrangements, safety precautions and risk management procedures to apply during the Activity Date;
- 5.10.2 any speakers proposed to appear at the Facility on the Activity Date; and
- 5.10.3 the activities proposed to be held at the Facility on the Activity Date.
- The Hirer will not be entitled to occupy or use the Facility unless and until the College has approved these in writing, which approval may be granted or withheld in College's absolute discretion.
- 5.11** The Hirer must take out a public liability insurance policy in the amount of \$20 million in respect of any one single event. The Policy must name the College as a co-insured, and must contain a cross liability clause. A certificate of currency of insurance or other satisfactory evidence of payment of the premium must be provided to the Business Manager not less than 10 days prior to the Activity Date.
- 5.12** The Hirer:
- 5.12.1 must not duplicate any keys or change any locks to the Facility; and
- 5.12.2 must return to the Business Manager all keys to the Facility in accordance with condition 7.
- 5.13** The Hirer must not:
- 5.13.1 erect any sign or notices in the interior or exterior of the Facility without the Business Manager's prior written consent;
- 5.13.2 bring any heavy equipment or inflammable substances into the Facility;
- 5.13.3 permit any gambling or lotteries to be conducted in the Facility;
- 5.13.4 use tacks, sticky tape, nails or staples in setting up decorations;
- 5.13.5 sell any alcohol in the Facility unless a current liquor licence has been obtained;
- 5.13.6 permit any animals to be brought into the Facility other than a dog used as

an aid by a visually or hearing impaired person;

5.13.7 permit any jumping castle, smoke machines or naked flames to be used within the Facility.

**5.14** The Hirer must not permit any person to smoke in the Facility or within any part of the building in which the Facility is located.

**5.15** The Hirer must comply with all requirements of the College and all directions given by the Business Manager when using the Facility.

**5.16** The Hirer must not damage any part of the Facility, or allow any other person to do so.

**5.17** The College is not required to give the Hirer any reason for refusing to provide its consent or approval, if requested by the Hirer pursuant to this Agreement.

**5.18** Unless otherwise agreed in writing by the College:

5.18.1 the Hirer must not include the College's name or logo in any promotional material issued by the Hirer; and

5.18.2 the Hirer must include a statement in the following terms in a prominent place in any promotional material issued by the Hirer in connection with the Facility:

**"NOTE:** The views expressed by [the Hirer], or any speaker engaged by [the Hirer] to speak at the Facility, do not represent the views or policy of SCOTS PGC College."

**5.19** Hire and use of the Facility is also subject to the terms described in the Conditions of Hire document. If there is any conflict or contradiction between the terms expressed in this Agreement or the Conditions of Hire document, this Agreement shall prevail.

## **6. Right of entry**

The College may enter and remain in the Facility at any time.

## **7. Hirer's obligations at end of each Occupation Date**

At the end of each Activity Date, the Hirer must:

**7.1** vacate the Facility and return the Facility to the College in the same condition it was in prior to the Activity Date, including cleaning the Facility and removing all rubbish and anything belonging to the Hirer from the Facility;

**7.2** return the keys to the Business Manager by 11.00 am on the next business day after the Activity Date or final scheduled booking date; and

**7.3** notify the Business Manager of any injuries or damages that have occurred to the Facility, or persons or property within the Facility, on the Activity Date.

The Hirer is not permitted to have access to the Facility on days/times other than the Activity date.



## **8. Bond**

### **8.1 Hirer to pay Bond**

The Hirer must pay the Bond to the College by way of cash, EFTPOS, credit card or bank cheque at least 14 days prior to the Activity Date.

### **8.2 The College may use Bond**

If the Hirer breaches any of its obligations under this Agreement, the College may use any amount of the Bond to compensate the College for any loss suffered by the College as a result of the breach.

### **8.3 Refund of Bond**

The College will refund the Bond within 14 days of the last Activity Date specified in Item 2. The refund will be paid by cheque made payable to the person, entity or organization from whom payment of the Bond was received. The Bond will be paid less any amounts required to:

- 8.3.1 repair any damage to the Facility which occurred while the Hirer had access to the Facility, regardless of how the damage occurred;
- 8.3.2 clean the Facility or take any other action to return the Facility to its condition prior to the Activity Date;
- 8.3.3 recover any other costs incurred due to a breach of this Agreement by the Hirer; or
- 8.3.4 recover any other monies due under this Agreement.

## **9. Not to create tenure**

This is an agreement for casual hire of the Facility and will not be deemed to provide any lasting rights of possession or other tenure over the Facility to the Hirer.

## **10. Release and indemnity**

The Hirer:

- 10.1** hires and uses the Facility at the Hirer's own risk, and releases the College to the extent permitted by law from all liability and loss in connection with the Facility (including where the College terminates this Agreement for any reason whatsoever); and
- 10.2** indemnifies the College against all loss and liability in connection with the Hirer's hiring of the Facility, including any damage caused to the Facility or any loss, injury or death to any person in or about the Facility, except to the extent to which the College is negligent.

## **11. Liability of person signing Application Form**

Where a person signs the Application Form on behalf of the Hirer, the person signing the Application Form:

- 11.1** warrants that he or she is authorised to sign the Application Form on behalf of the



Hirer; and

**11.2** guarantees that the Hirer will strictly observe and perform its obligations in this Agreement; and

**11.3** agrees to ensure that the Hirer pays to the College on demand any money for any loss suffered by the College due to a breach of this Agreement by the Hirer.

**12. GST**

The parties acknowledge that the Hiring Fee is inclusive of GST.

**13. Disputes**

In an event of any dispute or difference arising as to the interpretation of these conditions, or any matter contained therein, the decision of the College's Business Manager shall be final and conclusive.

**Execution and Acknowledgement**

Signed on behalf of the Hirer:

I confirm that:

- I have read, understood and accept the terms of this Agreement.
- I have also read, understood and accept the terms of the Conditions of Hire document attached to the Application Form.
- Where the Hirer is a company or incorporated association, I am authorised by the Hirer to complete the Application Form on the Hirer’s behalf.
- I am personally responsible for ensuring that the Hirer complies with these conditions, and if the Hirer breaches any of these conditions, I will be personally responsible for ensuring that the Hirer remedies any such breaches, including any damage to the Facility.

..... Dated .....  
Signed

Print Name.....

Position.....

**Signed on behalf of the College:**

The College accepts the Hirer's application subject to these terms and conditions.

Signed for and on behalf of the

**SCOTS PGC College.**

.....  
NAME & POSITION TITLE

.....  
DATE