

Baptist Union of Victoria

## Facility Hire Licence

### FACILITY HIRE LICENCE FORM: PART 1 – AGREEMENT

**AGREEMENT** between ..... on behalf of the .....  
(the Licensor)

**AND** ..... of .....  
(the Licensee).

**Date of Agreement:** ...../...../.....

**Premises:** .....  
("The Facility")

**Period** ..... **of** ..... **License:** .....

**Conditions: It is the responsibility of the Licensee:**

1. To pay the Licences fee of \$..... and the bond of \$..... to the Licensor 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 Licensor 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 hereof which may be or become the nuisance, annoyance or damage to the Licensor or the owners, tenants or other occupiers of other property in the neighborhood, or which may prejudice the insurance of premises or any part thereof.
5. To obtain any permits necessary for the use of the Facility.
6. Not to interfere with, or remove any 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 License 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 Hire 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 the Insurance Act, 1973 (as amended), for an indemnity of not less than \$1,000,000.00 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 the premium has been paid to the Insurance Company or a licensed Insurance Broker. A copy of such policy should be provided to the licensor prior to the commencement of the period of the license.

**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. The License will be immediately cancelled if any clauses herein are violated.

**SIGNED:** .....

\* 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 license.

FACILITY HIRE LICENCE FORM: PART 2 – INSURANCE COVER

LEGAL LIABILITY

It is essential that Facility Hirers have their own Liability Insurance to protect themselves in the event of an accident. Coverage may be available under the Hirer's existing policy or should be arranged by them with their own Insurance Broker or agent.

The Licensor's Public Liability Policy may be extended to cover a prospective hirer, acceptable to the Licensor, who wishes to hold a private family function at the.

The Public Liability Insurer has accepted that "Private family functions" – means birthdays, anniversaries, engagements, weddings and similar private events.

- Indemnity Limit : \$3,000,000  
Premium : \$90.75 (including GST and stamp duty)  
Exclusions :  
1. Alcohol Cover is not available where alcohol is for sale at the functions  
2. Amusements. Ie. Entertainers, other than singers and dance bands at a private family function.  
3. Occasions held in Company Names or Commercial activities, such as Karate Lessons, Dancing Classes, Aerobics, Bingo or Discos, etc.

If Public Liability insurance cover is required for a "private family function" please answer the following:

Name of Hirer:.....

Date of Function ..... (Please identify: 21<sup>st</sup>, Wedding Anniversary, etc)

Type of Function .....

No. of Invited Guests .....

Signature of Hirer .....

Address .....

Date ...../...../..... Telephone .....

PLEASE NOTE

PART ONE AND TWO OF THIS FORM IS TO BE COMPLETED AND FORWARDED TO THE LICENSOR TO REACH THEM ONE WEEK BEFORE THE EVENT TOGETHER WITH CHEQUE PAYABLE TO



IF COVER IS TO BE EFFECTIVE.

	<b>IMPORTANT (Please print)</b>
<b>NAME GROUP</b>	.....
<b>CONTACT NAME</b>	.....
<b>TELEPHONE NO. (WORK)</b>	.....