



Scouts Australia NSW
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Scouts Australia NSW

**HIRE OF SCOUT PREMISES
ONE-OFF USE**

A Scout formation fills out this form when a one-off use of Scout premises (including Campsites) is to be arranged with a non-Scout organisation. In all other cases (users on a regular basis, eg. Playgroups, Karate classes etc) permission needs to be applied for by filling out a P3 form (Hire of Scout Premises - Regular Use). Guidelines are in the NSW Organisation and Information Handbook and should be studied before any decision on hiring is made by the Committee concerned.

FORMATION/GROUP _____ **Property Ref #** _____

REGION _____

PREMISES

Name of Hall/Campsite _____

Address _____

NAME AND ADDRESS & PHONE 1 _____

CONTACT NO. OF HIRER/S _____

2 _____

3 _____

The Hirer's Australian Business Number (if applicable) is **ABN** _____

PURPOSE OF HIRING _____

DATE AND PERIOD OF HIRING _____

between the hours of _____ and _____

FEES Hire Fee \$ _____

*GST (10%) \$ _____

Security Deposit \$ _____

Total \$ _____

***GST**

For buildings which are the responsibility of Groups, Rover Crews or Fellowships the hiring fee will not be subject to additional goods and services tax (GST). For buildings which are the responsibility of Regions or NSW Branch, GST will be charged on top of the hiring fee, as those formations are required to make GST returns on all property income.

AGREEMENT

On behalf of THE SCOUT ASSOCIATION OF AUSTRALIA, NEW SOUTH WALES (herein called the Scout Association) we hereby agree to hire the premises to the Hirer on the date and between the hours set out above, on the following conditions :-

1. The Hirer will not use the premises for any purpose other than the purpose set out above.
2. The Hirer will pay to us the hiring fee and security deposit set out above at least seven days prior to the date of hiring.
3. If the Hirer is a registered organisation they agree to accept full responsibility for the safety of the Hirer and his Associates and invitees during the Hirer's occupation of the same and will indemnify and keep the Scout Association indemnified against all claims arising from the death of or injury to any person or damage to any property which may occur or be sustained on or near the premises during the Hirer's occupation of the premises and against all actions demands and costs which may be incurred by the Scout Association in respect thereof,
4. The Hirer will make good any damage to the premises and its contents which arise out of the Hirer's use of the premises and will leave the premises in a clean and tidy condition and securely locked up and will promptly return to us any keys made available to the Hirer.
5. The Hirer will not do or permit to be done on or near the premises anything which might be a nuisance or annoyance to nearby occupiers or which might damage the reputation or goodwill of the Scouting Movement.
6. The hiring is personal to the Hirer and is not assignable.
7. We have the right to use the security deposit to reimburse us for any damage or loss we may incur or suffer as a result of a breach by the Hirer of these condition but subject to this right the security deposit will be refunded to the Hirer after the expiration of the hiring.

SIGNED on behalf of The Scout Association of Australia, NSW Branch.

DATE _____ / _____ / _____	Formation
ACCEPTED BY THE HIRER/S	
(Signature of Hirer)	(for corporations title of authorised signatory)
(Signature of Hirer)	(for corporations title of authorised signatory)
(Signature of Witness)	(Name of Witness - Please print)

THIS FORM TO BE COMPLETED IN TRIPLICATE (one copy to Hirer, one copy to State Office with a Public Liability Certificate (minimum \$10M cover) if applicable, and one to be retained by Formation)

INSTRUCTIONS FOR USE:

- (1) The 'premises' must be adequately and properly described in the agreement eg: 'The Scout Clubroom, 20 Jones Road, Plainsville'.
- (2) The 'hirer' must be properly described. If the 'hirer' is not a registered organisation then the responsible office bearers or the person in charge becomes the 'hirer' and the full name or names and address or addresses and office/s held (if any) must appear in this section.
- (3) In the event of a security deposit not being required the word 'NIL' should be completed in the 'schedule' to the agreement.
- (4) Do not delete any clauses from the agreement even though they may not be appropriate to the particular hiring eg: the reference to return of keys. Remember the agreement has been designed to protect the Association and its member formations and must only be used in the form here given.