

LICENCE AGREEMENT

Instructions for use:

1. This document is to be used where the hall is hired on a **regular** basis to a group or organization (e.g. ballet schools, yoga groups, martial arts groups, churches etc.). Where a hall is hired for a one off occasion the Facility Hire Licence is to be used.
2. The document is to be completed in triplicate. One copy is to be given to the Licensee (the person hiring the hall), one copy is to be retained by the group and the third copy sent to the Property Officer at Branch Headquarters for the file.
3. **The organization hiring the Scout hall MUST have current Public Liability and Contents Insurance in place and a copy must be provided to the Group/District BEFORE the Licensee is allowed access to the premises.**

AGREEMENT

The Licensor agrees to allow the Licensee to enter upon the premises in accordance with the following terms and conditions.

Licensor: **The Scout Association of Australia Victorian Branch
Of 152 Forster Road, Mt. Waverley (the Licensor)**

Name of Scout Group: **7th Ringwood Scout Group**

Licensee:

of(Address)

Contact Telephone Number
(the Licensee)

Premises:

Date of this Agreement

1. **Days and Times of use:**

.....

2. **Term of Licence:**

Commencing on:.....

Ending on:

3. **Licence Fee:**

4. **Outgoings:**% of gas, electricity, water and sewerage

5. **Use of Premises**

CONDITIONS

1. The Licensee shall pay the Licensor Licence fee as set out in item 3 of this Agreement.
2. The Licence fee specified in the preceding clause is fixed for the first year but unless otherwise specified, may thereafter be subject to a yearly review based on a 5% increase.
3. The Licensee its employees agents and invitees shall be entitled to use the said land and premises on the days and times set out in Item 1 of this Agreement
4. The Licensor shall not interfere with the Licensees reasonable use and enjoyment of the said premises and land during the term of this Licence.
5. The Licensee shall not damage the premises and shall keep the appurtenances used by it in good substantial repair and condition and shall keep the same clean and tidy and pay promptly for any loss or damage thereto.
6. The Licenses shall pay promptly its share of the charges for gas electricity water and sewerage as set out in Item 4 of this Agreement.
7. The security of the premises is maintained by a restricted keying system. The Licensee shall not cut duplicate copy or reproduce any of the keys with which it has been provided without the approval of the Licensors Group Committees representative Group Leader or Treasurer.
8. The Licensors Group Committee shall make available a representative to the Licensee/s Committee to ensure effective liaison between the parties.
9. The Licensee shall clean the premises including toilets and washrooms after each use and shall leave them clean for the use of the Licensor and the Licensor shall leave the premises clean after its use thereof. If the Licensee fails to clean the premises to a satisfactory standard, the Licensor shall arrange for the premises to be cleaned at the expense of the Licensee.
10. The Licensee shall obtain any permits necessary for the use of the said land and premises.
11. The Licensee uses and occupies the premises at its own risk and releases the Licensor from all claims resulting from any damage, loss, death or injury in connection with the Licensee's use and occupation of the premises except to the extent that the Licensor is negligent.
12. The Licensee shall indemnify and hold harmless the Licensor from and against all claims and or actions resulting from any damage, loss, death or injury in connection with the Licensor's use and occupation of the premises except to the extent that the Licensor is negligent.
13. The Licensee shall affect public liability insurance in favour of the Licensor and the Licensee with an insurance company reasonably to be approved by the Licensor for a minimum cover of \$10,000,000. A copy of such policy should be provided to the Licensor prior to commencement of the period of the Licence.

14. The Licensee shall permit the Licensor his employees or agents to enter upon the said premises and land at such reasonable times as may be agreed upon in advance on a casual basis.
15. The Licensor shall keep the said premises insured against loss or damage by fire provided however the Licensee shall not do or cause permit or omit to be done any act or thing whereby such a policy of insurance may become void or in any manner rendered inoperative or ineffective. The Licensee shall keep all its equipment so insured and shall give a copy of its insurance policy to the Licensor.
16. The Licence hereby created shall be personal to the Licensee and that the covenants and agreements contained herein shall rest in contract only.
17. The Licensee shall obtain no tenancy or leasehold interest in the said premises or land on which it is situated and the legal right to possession and control shall remain vested in the Licensor throughout the term of this Licence.
18. Either of the parties may terminate this Licence on two months notice from the beginning of a term by serving on the other written Notice of Termination unless the Licensee's use of the premises is detrimentally affecting Scouts and/or residents, in which case termination will be effective on two weeks notice. The Licensee acknowledges that a decision of the Licensor on what may be regarded as detrimental to Scouts and/or residents shall be final.
19. Any notice may be served on either party by sending the notice by prepaid post to the address referred to above or to any new address shown on any subsequent correspondence from that party.
20. On expiration or termination of this Licence the Licensee may remove any fixtures fittings or property belonging to it and held at the said premises within two weeks of the termination or the expiry of the term of this Licence leaving the said premises clean and available for use and occupation.
21. Other conditions if applicable:
.....
.....
.....
.....
.....
.....
.....
.....
.....

SIGNED on behalf of **THE SCOUT ASSOCIATION OF AUSTRALIA VICTORIAN BRANCH**

7th Ringwood Scout Group

Scout Group

.....

Group Leader

SIGNED on behalf of the Licensee

.....

Name

.....

Address