

12th Caulfield (St. Johns) Scout Group
1 Beavis Street, Elsternwick.
E: hallhire@12thcaulfield.asn.au
SCOUT ASSOCIATION OF AUSTRALIA (VICTORIAN BRANCH)

HALL HIRE – AGREEMENT TO LEASE FACILITY

AGREEMENT between the **12th Caulfield Scout Group** (The ‘Group’) on behalf of the Scout Association of Australia (Victorian Branch) (‘Lessor’) **AND**

..... (‘Lessee’)

of (address)

Phone (A/H)(mobile)

Email

Premises: 12th Caulfield Scout Hall, 1 Beavis Street, Elsternwick, Victoria. (The ‘Facility’*)

Period of Lease: From: (date and time)

To: (date & time)

Function/purpose:

The Lessor grants the Lease to the Lessee on the following conditions:

1) It is the responsibility of the Lessee:

- a. To pay the Lease fee of \$..... **in advance and a fully refundable security bond of \$100** to the Group in exchange for which the Lessee shall be entitled to use the Facility floor space, conveniences, chairs, tables and kitchen appliances. Full payment of the fee is required to secure the booking. The bond is payable in cash on collection of the key.
- b. To keep the Facility and every part of it and everything in it in good substantial repair and condition and to keep the Facility clean and tidy and pay promptly for any loss or damage.
- c. To compensate the Group for the cost of repairs or replacement of any damage to the Facility or to the furniture, furnishings, windows, or equipment during occupancy.
- d. Not to do or permit anything to be done on the Facility or any part of it which may be, or become, the nuisance, annoyance or damage to the Group or the owners, tenants or other occupiers of other property in the neighbourhood, or which may prejudice the insurance of the premises or any part of it.
- e. To obtain any permits including Liquor permits necessary for the proposed use of the Facility.
- f. Not to interfere with/or remove any Scouting equipment.
- g. To permit the Lessor 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 1b.

- h. To leave the Facility (and the surrounds) in a clean and tidy condition -specifically to remove all the Lessee's refuse from the Facility, to wash any items used and store them away in the cupboards provided, to restack any tables or chairs used into the furniture cupboard, to remove all foodstuffs from the kitchen including the refrigerator, to sweep and mop the floors and wipe down all kitchen surfaces.
- i. Not to do or permit anything to be done on the Facility which may adversely affect the Lessor's position as Lessee of the Facility or which may be a breach of any covenant contained in the Lease granted to the Lessor.
- j. To obtain approval for the use of any materials to prepare the floor for dancing, gymnastics or similar activities if required from the Lessor before the application of those materials or any of them.
- k. To indemnify the Lessor and hold harmless from and against all damages, costs, actions, claims and demands that may be sustained or suffered or recovered against the Lessor by the Lessee, its servants and employees, or any other person whatsoever.
- l. To notify the Authorized Representative of the Group for the Lessor of any occurrence that may have damaged the Facility or caused injury or damage to a person.

2) The Lessor does not insure the Lessee's property or provide public liability cover. Consequently, the Lessee must obtain adequate insurance protection of their own. The Lessee acknowledges that to the fullest extent permitted by law, the Lessor and its servants and agents are not under any liability to the Lessee or to any third party for any loss of or damage to any property or injury suffered. This includes any legal liability that may otherwise arise as a result of any direct or indirect act, neglect or default by the Lessor or any of its servants or agents. A copy of the current certificate of insurance is required in conjunction with this lease for commercial leases.

3) Termination of the Lease can be effected by either party giving the other two weeks' notice. Termination will be effected for any leasing found to be advertised on any social media platform and no refund will be payable.

4) The security bond or part thereof will be returned to the Lessee when the Lessor ascertains that the Facility has been left as required by clauses 1a) to 1l) and all keys have been returned.

5) The Lease will be cancelled if any of these clauses are found to have been violated.

6) The conditions in the Frequently Asked Questions (FAQ) document must be read in conjunction with this lease and form part of the contract.

SIGNED:

Name:

.....

Address:

.....

.....

Date:

For and on behalf of the Lessee

*"The Facility" includes all buildings and land referred to in and specified by this lease.



12th Caulfield (St John's) Scout Hall

1 Beavis Street, Elsternwick 3185

Telephone enquiries -Kishore ... (03) 9972 9928

Email: hallhire@12thcaulfield.asn.au

Website: www.12thcaulfield.asn.au

Casual Hall Hire -FREQUENTLY ASKED QUESTIONS...

***Can I hire the hall for children's parties?**

Certainly! We welcome parties for younger children but please note, we DO NOT hire the hall for teenage parties or groups aged in the 15 to 30-year age bracket.

*** Can I hire the hall for a hens' night or bucks' night party?**

No, our hall is not available for hiring for these events.

*** How many people can the Hall accommodate?**

The hall can seat around 70 people for a meeting and around 70 at 10 trestle tables. We have stackable plastic chairs for around 70 people. The hall is approximately 70 sq m in area.

*** Can I inspect the Hall?**

Yes, you can initially see photos of the hall on our website at: www.12thcaulfield.asn.au. If necessary, a closer inspection can be arranged by emailing hallhire@12thcaulfield.asn.au or calling Kishore on 9972 9928.

*** How much does it cost?**

\$150 for a half day - from 8am-12noon or 1pm-5pm (4 hours)

\$250 for a full day -from 8am until 5pm (9 hours)

\$300 for an evening -from 6pm until 12midnight (6 hours)

*** When can I gain access for setting up?**

This depends on whether there are existing bookings for the same day. Of course, when available, extra time preceding your event can be booked for setting up. The cost is \$100 for a second half day.

*** Is there a security bond?**

A fully refundable key bond is required when you collect the key. The bond is \$100, and loss of the key will result in the billing to you the costs of changing the locks and cutting replacement security keys for all our leaders. We do not charge a security bond as such as we rely on your integrity to leave the hall clean and undamaged as found.

*** Can I outsource my event preparations to a party planner, DJ and/or caterer?**

Of course, you can get some help with the cooking! However, we do not allow your event to be run by a third party. The contract for hire and control of the key is with you alone and any problems that arise if you do involve third party contracts become your responsibility. In particular, advertising your event on any social media platform such as Facebook or Twitter will result in immediate cancellation of your booking, loss of 100% of your booking fee and notification to the police who are empowered to shut down such events.

*** Can I hire the hall overnight?**

No, we do not allow overnight events. The hall must be cleaned and vacated by midnight. If you wish to store goods overnight before an event the following day, you will need to hire the preceding evening (if available). Goods are stored at your own risk. We cannot provide a guaranteed secured space for storage.

*** How do I secure a booking and when do I pay?**

First, email [hallhire@12thcaulfield.asn.au] or phone **Kishore (9972 9928)** to check the availability of dates. Then complete the Lease Agreement Form. You can download the PDF form from our website by clicking here: www.12thcaulfield.asn.au and selecting the hall hire tab. Complete, scan and email the form to

hallhire@12thcaulfield.asn.au. On receipt of your form, we will provide you with our bank details to pay the lease fee and secure your booking. The bond/key deposit is due separately on receipt of the key in cash.

*** Are there any cancellation fees if I choose not to use the Hall?**

Yes. A \$50 cancellation fee is charged up until 2 weeks prior to the booking date. After this time, the full hall hire fee is non-refundable.

*** When am I required to return the key?**

By 10.00am the next morning unless prior arrangements are made. Note: for evening functions, cleaning of the hall MUST be completed that night, as others may be using the hall the next morning.

*** Is the Scout Hall a smoking Venue?**

Smoking is NOT permitted anywhere on the premises of the Scout Hall. Furthermore, butts are not to be discarded around the entrance ramp.

*** Where is the carpark?**

Parking is available in the adjoining council carpark (behind Coles). This is limited to 2 hours during the day (Monday to Saturday), but unlimited after 6pm.

*** Does the Scout Hall have disabled access?**

Yes, a ramp leads directly to the street; however, we do not have disabled toilet facilities.

*** Am I allowed to decorate the walls and the structure?**

Yes, the unpainted brick walls can be decorated, provided that all fixings, tapes etc cause no permanent damage and are removed. Please DO NOT stick tape on painted surfaces.

*** Do you provide a PA system?**

No, there is no PA system in the building. For music, we suggest a speaker system with an iPod.

*** How much noise am I allowed to make?**

The Scout Hall is in a local neighbourhood area. Therefore, we do not want hirers who are going to disturb our neighbours, especially by congregating outside to drink and smoke. Noise and music are to be kept to moderate levels and contained inside the hall by keeping the front door closed. Hirers are required to be considerate toward our neighbours when returning to their cars.

*** Am I required to clean the hall?**

Yes. For the general hall hire fee you are required to clean the Hall and leave it as found. All balloons, decorations, etc must be removed. Tables or chairs must be restacked into the furniture cupboard. All foodstuffs need to be removed from the kitchen, including from the refrigerator. Floors need to be swept (and mopped if necessary), and all kitchen surfaces wiped down. (Brooms, buckets, mops, and a cleaner's sink are provided in the girl's toilet.) Cleaning extends to any litter or cigarette butts that may have been dropped outside the entrance. Failure to do so will result in a charge being levied against the key deposit (security bond). Note: There are often bookings on Sunday mornings so cleaning MUST be completed by midnight for Saturday evening bookings.

*** Am I required to remove my rubbish?**

Yes, you are required to remove all rubbish from the premises to your own bins. Bins in the southern lane are the property of the shops nearby and are not for our use. No rubbish is to be left on the kerb. We recommend you bring a few sturdy garbage bags with you.

*** Can I use the open fire?**

Yes, you may light a small fire in the fireplace, but you will need to supply your own wood and be prepared to take away ashes – hot or cold -as part of your cleaning requirements. Hot ashes must NOT be put in the bins. (We suggest bringing a small shovel and old metal buckets.) DO NOT use the fire unless you are prepared to supervise it carefully and clean it afterwards.

*** Where can I get a copy of the Hire Agreement Form?**

You can view and print off a copy of the form here at www.12thcaulfield.asn.au or by emailing a request to hallhire@12thcaulfield.asn.au.