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FORM P2 (MAY 24)

**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, such as (but not limited to) users on a regular basis like Playgroups or Karate classes; 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.

REQUIRED INFORMATION:

Group _____ Property Ref # _____

Region _____

Address of premises _____

Name, Address, and Contact Number of Hirer/s

1. _____
2. _____
3. _____

If applicable, the Hirer's Australian Business Number (ABN) is _____

HIRING:

Purpose of Hiring

Date of Hiring _____ between the hours of _____ and _____

Estimated number of persons to be on premises _____

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 their agents, servants 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 undertakes to 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. The Hirer agrees to keep the Scouts Association indemnified in relation to this undertaking as provided for in clause 3.
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. Only the Hirer, their agents, servants and invitees will be entitled to use the premises and only for the purpose set out above.
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 conditions but subject to this right the security deposit will be refunded to the Hirer after the expiration of the hiring.
8. In the event that the Scout Association becomes aware that:
 - (a) the premises may be used for any purpose other than the purpose set out above; or
 - (b) the premises may be used for a purpose which might cause a nuisance or annoyance to nearby occupiers; or
 - (c) the premises may be used for a purpose which might damage the reputation or goodwill of the Scouting Movement in any way,

then the Scout Association may in its absolute discretion immediately terminate this agreement with immediate effect and the security deposit (if any) as provided for in clause 2 shall be forfeited by the Hirer to the Scout Association.

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



Group Leader

Date _____

Accepted by the Hirer/s



(Signature of Hirer)

(for corporations title of authorized signatory)



(Signature of Hirer)

(for corporations title of authorized 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.

ADDITIONAL INFORMATION:

For additional information on organising a party please refer to the following website which is a NSW Police Force initiative:
https://www.police.nsw.gov.au/online_services/party_safety/safe_party_tips