

FACILITIES AGREEMENT

for booking/hire of Alliance Française de CANBERRA (“AFC”) buildings and facilities
 66 McCaughey Street Turner ACT – ABN 80 850 477 693

This Agreement is between the Alliance Française de Canberra and the Hirer set out below (Hirer) for use by the Hirer of facilities and equipment at the named premises.

APPLICANT’S DETAILS:			
Applicant:	Australian Business No. (if applicable)		
Address:			
Suburb:	State:	Postcode:	
Contact Name:	Tel (BH):	Mobile:	
Email :			

SCHEDULE / DETAILS OF HIRE:			
DESCRIPTION OF EVENT:	DATE REQUIRED FROM:	TIME IN:	ACCESS FROM DATE/TIME:
No of persons expected to attend:	TO :	TIME OUT:	DISMANTLE FROM DATE/TIME:

FACILITIES : AREA REQUIRED			
AREA REQUIRED	DAY/S	TIME IN:	TIME OUT
MAIN HALL			
FOYER			
KITCHEN			
CLASSROOM 1			
CLASSROOM 2			
CLASSROOM 3			
CLASSROOM 4			
CLASSROOM 5			
CLASSROOM 6			
CLASSROOM 7			
CLASSROOM 8			
PREKINDIES/KINDIES CLASSROOM			
MEZZANINE			

EQUIPMENT REQUIRED			
TABLES & CHAIRS			
AUDIO SYSTEM (PA)			
SCREEN & PROJECTOR			
UPRIGHT PIANO			
OTHER			

CANCELLATION/REFUND POLICY: IF CANCELLATION IS MADE AT LEAST 5 WORKING DAYS PRIOR TO "DATE IN" ABOVE, A REFUND LESS 20% ADMINISTRATION FEES WILL BE GRANTED. IF CANCELLATION IS MADE LESS THAN 5 WORKING DAYS PRIOR TO "DATE IN" ABOVE, NO REFUND WILL BE MADE.

KEYS ISSUED:				KEYS RETURNED			
No:	Received by:	Signed:	Date:	No:	Employee:	Signed:	Date:

PERMITS: Is police permit or any other permit or licence required? No Yes (please attached copy)

SPECIAL CONDITIONS: The applicant cannot use the bins on the premises to dispose of his/her rubbish and needs to ensure the premises are cleaned and left as he/she has found them on arrival. We reserve the right to deduct for rubbish disposal and cleaning charges from the bond should these conditions not be adhered to.

- It is agreed that the booking/hire is subject to the terms attached
- It is agreed that the applicant have access to the building within the time agreed above, access from _____ /clean up from _____ .
- It is agreed that the applicant cannot use the bins on the premises to dispose of his/her rubbish.
- It is agreed that the applicant has to pay the total hiring fees 2 weeks (15 working days) prior the "date in" above
- I certify that I am authorised to signing on behalf of the applicant.

Full Name:	Position:	Signature: _____	Date:
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HIRING FEES	AMOUNT:	
RENTAL HIRE FEE inc of GST MAIN HALL & FOYER		Fees need to be paid 2 weeks before the event. Date Paid: _____
BOND \$200 NOT NEGOTIABLE		Needs to be paid when booking is made Date Paid: _____ Date Refunded: _____
TOTAL FEES OWING		Inclusive of Bond

1 AUTHORITY TO USE

- 1.1 The Alliance Française gives the Hirer authority to use the Facilities and Equipment for the purpose described in the **Schedule**.
- 1.2 The Hirer has the authority to use the Facilities and the Equipment at the dates and times set out in the **Schedule**.
- 1.3 The Hirer must not use the Facilities and Equipment for any other purposes.
- 1.4 The Hirer agrees to abide by the Conditions of Use as set out in clause 8 below. This authority is not transferable and the Hirer must not sublet the Facilities to any other party.

2 DURATION OF USE

This Agreement will commence and end on the dates and times set out in the **Schedule** unless terminated under the provisions of this Agreement.

3 FEES

3.1 Fees and Bond

- (1) The Hirer will pay to the Alliance Française the fees set out in the **Schedule (Fee)** at the times and manner set out in the Schedule, unless otherwise specified.
- (2) The Hirer acknowledges and agrees that:
 - (a) the Fee includes the Bond set out in the **Schedule**; and
 - (b) at the expiration or earlier termination of this Agreement, and provided the Equipment and Facilities, in the Alliance's absolute opinion, is in a state of good condition, repair and working order as may be reasonably expected upon compliance with the terms of this Agreement, and having regard to fair wear and tear, the School will refund to the Hirer the Fee in Advance paid by the Hirer to the School.

4 CLEANING FEES

- 4.1 If extra cleaning expenses are incurred as a result of hire, the cleaning must be paid for by the Hirer.

5 CONDITIONS OF USE

The Hirer agrees to the conditions of use set out in clauses 6.1 to 6.6.

6 Proper Use of Facilities and Equipment

- (1) Use the Facilities and Equipment only as stated in the Agreement.
- (2) Use the Facilities and Equipment only during the time and day as stated in the Agreement.
- (3) Not remove any Equipment belonging to the AFC from the School Facilities.
- (4) Return all Equipment to its original position at the end of use, unless otherwise specified by the Office Manager.
- (5) Ensure that Facilities and Equipment are in a clean and tidy condition after each use.
- (6) Make full restitution of any damage to Facilities and Equipment, unless the Principal waives this responsibility in writing.

- (7) Vacate the Facilities by the authorised time after each use.
- (8) Ensure that Facilities and Equipment are locked and secured at the end of each use.
- (9) Ensure that all lights, power, heating and cooling are switched off after each use.
- (10) Ensure that all doors, windows or gates are secured and locked at the end of each use.
- (11) Ensure that all keys belonging to Facilities or Equipment are returned to the School office at the end of each use, or at timings as agreed between the Hirer and the Principal if activities are to be completed beyond the School's office hours.
- (12) Not to use Facilities or Equipment beyond the expiration of the term of this Agreement and to enter into a new Agreement with the AFC if continued use is required.
- (13) Seek permission from the Director before making any structural alterations to the Facilities, including the attachment of nails, screws or any other fastenings to walls or fittings.

6.1 Damage to Facilities or Equipment

- (1) If any damage occurred during the use of AFC Facilities or Equipment, the Hirer must report the incident to the Director, or person authorised by the Principal immediately.
- (2) The Director may ask the Hirer to rectify the damage, or seek monetary compensation from the Hirer.
- (3) If the Director establishes that damage to Facilities and Equipment has been caused negligently by the Hirer, the Hirer must pay for the damage.

7. Permits

- 7.1 The Applicant must obtain all necessary consents, approvals or permits required from time to time by any authority in relation to the use of the Facilities by the Applicant. The Applicant must comply with the terms and conditions of any consent, approval or permit.
- 7.2 The Applicant must comply with all applicable legislation.
- 7.3 No alcoholic beverages will be brought on or consumed on AFC land except in accordance with State laws and with the prior written approval of the AFC.

8. Indemnity

- 8.1 The Applicant agrees to release and indemnify and keep indemnified the AFC from and against: any and all injuries actions claims losses damages costs penalties and expenses of whatsoever kind and nature (whether arising under contract tort or statute) arising from or out of the use of the Facilities by the Applicant or its servant, agents or invitees;
- 8.2 all loss and damage to any building, facility, equipment or other part of the AFC caused by the Applicant, its servants, agents or invitees;
- 8.3 any infringement of intellectual property or performers' rights in connection with the activities undertaken by the Applicant.
- 8.4 Clause 8.1 of this Agreement continues in full force and effect notwithstanding the expiry or termination of this Agreement.
- 8.5 The AFC shall not be held liable for any interference or enforced cancellation of the activities or events proposed to be undertaken by the Applicant which is caused by any circumstance beyond the control of the AFC.
- 8.6 The Applicant agrees to use the Facilities at its own risk and without limitation agrees that all property brought on to the Facilities by the Applicant or its servants, agents or invitees shall be at the sole risk of the Applicant. Neither the AFC nor its servants or agents shall be liable for any thefts or losses incurred by the Applicant, its servants, agents or invitees or for any items remaining on the AFC after the end of the occupancy.

9 Insurance

- 9.1 The Applicant must provide and maintain a public and products liability insurance policy during the term of this Agreement for an amount of not less than \$10,000,000. (Unless waived by the Alliance Française)
- 9.2 The Applicant must provide and maintain any other insurance reasonably required by the AFC
- 9.3 Prior to the commencement date of this Agreement the Applicant shall provide certificates of currency of the insurance required under clauses 9.1 and 9.2.
- 9.4 Clauses 9.1, 9.2 and 9.3 will not apply where the Applicant is an individual hiring the Facilities for domestic purposes.

10 The Applicant's Obligations

The Applicant MUST:

- 10.1 ensure that its servant agents and invitees take all reasonable care to avoid damaging the Facilities or any other improvements on AFC land and immediately report any such damage to the AFC;
- 10.2 provide adequate security controls and ensure generally the good order and conduct of the activities;
- 10.3 ensure that its servants, agents and invitees do not smoke in buildings on AFC land;
- 10.4 pay the cost of repairing any damage caused to the Facilities by the Applicant or its servants, agents or invitees or as a result of a failure by the Applicant to lock a room or building after use;
- 10.5 at the expiration of the occupancy remove all rubbish and waste from the Facilities and ensure the Facilities are left in the same condition as at the commencement date of this Agreement;
- 10.6 The Applicant MUST NOT:
- 10.7 use, or permit the Facilities to be used in any noxious or offensive manner or do or permit on the Facilities or at the AFC anything which in the opinion of the AFC may be or become a nuisance or disturbance or cause damage to the AFC;
- 10.8 alter, drill, mark or deface any part of the Facilities;
- 10.9 misuse, overload or interfere with the connections, fittings or equipment for the supply of any service;
- 10.10 use the name "Alliance Française de CANBERRA" in promoting the activities of the Applicant except with the prior approval of the AFC.

11 Remedying of Default

The AFC may remedy a default by the Applicant under this Agreement at any time without notice. If the AFC elects to remedy a default by the Applicant all reasonable costs and expenses incurred by the AFC in remedying a default must be paid by the Applicant to the AFC within 14 days of the AFC notifying the Applicant of the amount.

12 Termination

The AFC may terminate this Agreement, by notice in writing to the Applicant, if in the reasonable opinion of the AFC, the Applicant is in breach of the terms of this Agreement.

The AFC may terminate this Agreement, immediately, if the Applicant engages in any activity which, in the opinion of the AFC, is objectionable, dangerous, contrary to the law or detrimental to the reputation of the AFC.

- 13 AFC Employees and agents of the AFC shall be entitled to enter the Facilities at any time to ensure compliance with the terms of this Agreement.

14 Sub-Licence

The Applicant shall not sub-licence the Facilities and the Facilities must not be used by any organisation other than that named in this Agreement.

