

## TRAINING CENTRE HIRE AGREEMENT

### SECTION 1 – HIRE AGREEMENT TERMS AND CONDITIONS

1. **GENERAL:** Mulungu agrees to hire the Training Centre for the purposes detailed in the Reference Schedule (Section 2). Training Centres are located at 162 Walsh Street Mareeba and 33 Robert Street Atherton. Mulungu permits the Hirer to use the Training Centre for the hire period and to access the Training Centre. The hire agreement does not create any lease or tenancy of Mulungu premises but is merely a licence to occupy the Training Centre for the agreed period.
2. **APPLICATION:** The right to use the Training Centre is subject to Mulungu receiving a completed application signed by the proposed hirer undertaking to comply with the terms and conditions of hire. Where an organisation is named in the application, the person signing this form will be accepted as an authorised person acting on behalf of the organisation who will also be considered the hirer and shall be jointly and severally liable with the person who signs this form. To avoid booking cancellation the application must be received by Mulungu a minimum of **48 hours prior to the hiring of the Training Centre**. The Training Centre will not be hired for children’s parties.
3. **CHARGES:** Hire fees payable **shall be paid 7 days up front to confirm the booking**, those set out by Mulungu being:

Full Day	Monday to Friday	8hrs - 8am to 5pm	\$275.00
Half Day	Monday to Friday	1 to 4hrs - 8am to 12md	\$150.00
Weekends	Saturday and Sunday	6hrs – 10am to 4pm	\$350.00 per day

Mulungu reserves the right to change hire fees at any time without notification. Mulungu will send the hirer an invoice which the Hirer shall pay within 7days from date tax invoice was issued. If no payment after 7days booking date/s will be cancelled. The Hirer acknowledges that the hire fee does not include use of audio-visual equipment and assistance, catering, and surplus furniture requirements.

4. **SECURITY:** The Hirer acknowledges that, unless otherwise agreed, access to the Training Centre will only be permitted during the hire period. Authorised Mulungu staff may be in attendance in and around the Training Centre during the hire period. Authorised Mulungu staff have the authority to eject a person or

persons from or refuse entry to the Training Centre or terminate an activity if, they are not adhering to the conditions of this agreement, or it is the reasonable opinion of Mulungu staff the Training Centre is not being used for the purposes specified in the hire agreement.

5. **CANCELLATION:** If a Hirer cancels a booking less than 24 hours prior to the time set for the use of the Training Centre, the full hire fee and additional charges for the hire of the Training Centre shall be paid by the Hirer to Mulungu. Mulungu shall not be liable for any cancellation of the booking that is beyond the control of Mulungu. Mulungu, at its discretion, may cancel the use of the Training Centre if it considers the use is dangerous, objectionable, unlawful, or is detrimental to the good standing of Mulungu. Mulungu will not be liable for any loss or damage incurred by the Hirer in consequence to the cancellation and the Hirer shall be deemed to have consented to such use.
6. **KEYS:** Please report to Mulungu Corporate building upstairs (Mareeba) or Midin Clinic reception (Atherton) business hours 8am to 3pm. To make any alternative arrangements for keys the Hirer need to contact (07)4086 9200 or (07) 4092 8400.
7. **COMPLETION OF HIRE:** At the end of hire period the Hirer shall be responsible for leaving the Training Centre and surrounds in a clean and tidy condition properly locked and secured unless directed otherwise by authorised representatives of Mulungu and any contents temporarily removed from their usual positions properly replaced. Air conditioning and fans switched off. Should this not be complied with Mulungu reserves the right to make an additional charge, which may be deducted from the deposit.
8. **CHILD PROTECTION:** If the hiring involves the attendance of children and young persons under the age of 18 or vulnerable adults, the Hirer confirms that there will be in place an appropriate child protection procedure. The hirer agrees to ensure that all adults present on the premises are aware of this procedure and abide by it. The Hirer confirms that, when necessary, under the terms of the child protection procedure, appropriate criminal history checks will be carried out in respect of persons involved with children and young people on the premises during the event.
9. **PARKING:** The hire of the premises includes the use of parking facilities. Mulungu reserves the right to ask for any cars related to this hiring to be removed or prevented from parking on site due to other concurrent or overlapping activities on site.

10. **ALCOHOL AND SMOKING:** The Training Centre is not licensed premises, and no alcohol can be sold or consumed on the premises. The entire premises and grounds are a No Smoking Zone. For safety reasons individuals should not smoke in the Mulungu car park.
11. **MUSIC:** The Hirer undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform Mulungu in writing at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours of the premises are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises at 11.00pm.
12. **OBSERVENCE OF LAWS:** The Hirer shall comply with all conditions and regulations made in respect of the premises by Mulungu and with the provisions of all other Acts and Regulations applicable to the Hirer and shall indemnify Mulungu against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any such Act, Statutes, rules or regulations.
13. **PUBLICITY:** Unless otherwise agreed, the Hirer shall not make any statements in any advertisement which directly implies that the use of the Training Centre is conducted or promoted by Mulungu.
14. **EMERGENCIES:** In anticipation of an emergency, it is the Hirer's responsibility to ensure that the location of first aid kits, stopcocks, fire extinguishers and the nearest hospital are known.
15. **DAMAGE:** Except for wear and tear, the Hirer shall be liable to Mulungu for the cost of repair of any damage to any part of the Training Centre including the fittings, equipment, furniture or the contents of the hired premises which occurs during the hire period.
16. **INSURANCE:** The Hirer acknowledges that the loss of any items left unattended is not covered by Mulungu insurance cover. The Hirer indemnifies and keeps indemnified Mulungu against all loss, expensed, liabilities, claims and damages incurred as a result of or arising out of the hiring of the Training Centre caused by any act or omission of the hirer, its servants, agents or invitees.
17. **After hours Contact:** Delvin Wason on 0419 929 455.

**HIRER TO RETAIN**

**SECTION 2 – REFERENCE SCHEDULE**

**To be completed by the Hirer**

<b>Purpose of Use:</b>		
<b>Location:</b> <input type="checkbox"/> Mareeba <input type="checkbox"/> Atherton		
<b>Date of Hire:</b>		
<b>Start Time:</b>		<b>Finish Time:</b>
<b>Estimated Attendance:</b> Maximum number of 50 patrons and/or guest admitted – refer to clause 19		
<b>Hire Fee:</b> \$275.00   \$150.00   \$350.00 per day – (see #3 Charges) Full amount of \$____.00 must be payable 7 days prior to use of facility to Mulungu Aboriginal Corporation Primary Health Care Service OR paid by direct deposit (details on the tax invoice).		
<b>Liability</b>		
<p>Despite anything to the contrary, to the maximum extent permitted by law, Mulungu will not be liable for, and you waive and release us from and against, any liability arising from or connected with your use of the Training Centre and you are liable for, and indemnify us, in respect of any liability that we may suffer or incur or otherwise become liable for, arising from or in connection with:</p> <ul style="list-style-type: none"> <li>(i) you, your servants, agents or invitees use of the training Centre.</li> <li>(ii) any acts or omissions of hirer, its servants, agents or invitees.</li> <li>(iii) any property loss or damage, or personal injury or loss, arising from or in connection with your use and occupation of the Training Centre; or</li> <li>(iv) any breach by you of this Hire Agreement.</li> </ul> <p>This clause will survive the termination or expiry of this Hire Agreement.</p>		
<b>SIGNED</b> on behalf of the Hirer:		<b>Date:</b>
<b>Name:</b>		<b>Position:</b>
<b>Hirer Tax Invoice Details</b>		
<b>Organisation:</b>		
<b>Address:</b>		<b>Post Code:</b>
<b>Contact Person:</b>	<b>Phone No:</b>	<b>Email:</b>

**SECTION 3 – OFFICE USE ONLY**

**HIRER**

<b>Name:</b>
<b>Address:</b>
<b>Organisation or Group:</b>
<b>Telephone:</b>
<b>Email:</b>
<b>PLEASE COMPLETE AND SIGN THE DECLARATION AND RETURN TO:</b>
<p>Mulungu:        Attention – Sylvia Wright          Address:        164 Walsh Street, MAREEBA QLD 4880          Telephone:     (07) 4086 9219          E-mail:         <a href="mailto:finance@mulungu.org.au">finance@mulungu.org.au</a></p>

Mulungu Tax Invoice issued:	Date:
Payment received:	Date:
Fee Payable within 7 days from date Tax Invoice issued:	