FACILITY HIRE AGREEMENT

(SAMPLE ONLY)

**Rental Contract – [Facility Name]**

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| --- | --- | --- | --- | --- | --- |
| **Contract #:** |  | **User:** |  | **Hirer:** |  |
| **Date:** |  | **Status:** |  | **Purpose:** |  |

**i. Terms and Conditions of Hire**

**Conditions of use**

[Squash Club] is entitled to impose conditions on the use of the [facility name]. Facility booking hire refers to any significant use of the clubrooms, its space or equipment as determined by management.

To simplify this document we refer to the facility as ‘the club’ and the community group / organisation or individual hiring space, equipment or facilities as ‘the hirer’.

**1. Bookings**

1.1 All booking requests must be made on the appropriate booking form which is available from the club.

1.2 The hirer will ensure that all sections of the booking form are completed and returned to the club before the booked activity takes place.

1.3 Regular bookings will be for a period no longer than a year. All regular bookings are subject to review and further agreement by the club and will need to be booked for each subsequent year.

1.4 Receipt of the booking form by the club does not constitute acceptance of the booking.

1.5 No booking is confirmed until the club has received a signed rental contract.

1.6 The hirer is expected to include in their booking time any set-up, break-down and warm-up time requirements.

1.7 The hirer will not sub-lease any part of the booking to another group or organisation without prior written consent from the club.

**2. Payments**

2.1 Casual bookings must be paid for at the time of booking. Payment should be made at the club either by eftpos, credit card or cash. Payment can also be made by credit card by phoning the club during office hours.

2.2 Event and regular hirers will be invoiced in line with the club's standard terms and conditions of credit which are available on request.

2.3 The hirer must pay all invoices by the due date indicated.

**3. Alterations and cancellations**

3.1 Booking alterations or cancellations must be sent to the club’s booking coordinator in writing. A fee may be charged for any amendments to a booking.

3.2 Failure to provide notice for any cancellation, postponement or reduction in the hire period of a booking may result in the following fee; 20% of the venue hire price within the 90 days of the hire period, the full amount if within 30 days of the hire period.

3.3 The club reserves the right to alter or cancel a booking at any time provided it gives the hirer one month’s written notice.

3.4 The club may cancel the booking if it considers that the management or control of the booking is deficient or inadequate and / or the behaviour of those attending could lead to danger or injury to any person or material damage to any property, including the club.

**4. Liability**

4.1 The club is not liable for any loss or expense the hirer incurs if the centre is not able to make the facilities available as a result of fire, flood, earthquake, Civil Defence measure, failure or any other event beyond the centre's reasonable control. In such cases, the centre will refund any booking fees.

4.2 The club is not liable for any indirect or consequential loss arising under or in connection with the booking’s terms and conditions. The extent of the club's liability to the hirer for any loss, damage, claim or expense (whether due to club negligence or otherwise) is limited to the booking fee.

**5. Health and safety and standard of behaviour**

5.1 The hirer will take all practicable steps to ensure that the provisions of the Health and Safety at Work Act 2015 are met at all times.

5.2 The hirer will ensure that all participants, coaches, instructors, team managers, officials and spectators obey the club’s rules at all times. This includes not entering any part of the facility that is not included in the booking.

5.3 The hirer will ensure that no one enters the booked space before the booking’s start time unless otherwise arranged.

5.4 The staff member on duty at the time of the booking has the final decision-making authority regarding any health and safety matter concerning the booking.

5.5 For events, the hirer will provide marshals to ensure the orderly behaviour of participants at all times. All marshals are to be made aware of the club's relevant emergency policies, procedures and practices. The centre will provide the hirer with this information at the time of booking.

5.6 The hirer is responsible for providing their first aid requirements.

5.7 The walkway on the mezzanine level must be kept clear at all times.

**6. State of the premises**

6.1 The hirer may be required to participate in the inspection of the hired facilities either before or after the booked activity takes place.

6.2 The hirer is responsible for the cost of repair or replacement of equipment or facilities, if damage is caused by the hirer’s misuse.

6.3 The hirer agrees that if the facility is not left in a similar state to that in which it was found in terms of tidiness an additional cleaning fee may be charged.

**7. Food and drink**

7.1 Catering is to be provided exclusively by the onsite café. Self-catering is not permitted within the facility.

7.2 No food or drink except water bottles are to be bought onto the sports courts.

7.3 No alcohol is permitted on the premises unless served by a licensed person.

**8. General**

8.1 Merchandise - The hirer will ensure merchandise, including food, beverages and souvenirs, are not sold by the hirer or any of their agents without prior written consent from the club.

8.2 Photography and Filming - The hirer will not permit any photography, including the use of television, radio broadcasting or filming, without prior written consent from the club.

8.3 Photography and Filming - Unless otherwise notified, the club reserves the right to film and / or photograph any booking for its own historical records and for publicity purposes. The club will seek your permission for publication of images.

8.4 Storage - No storage of equipment is permitted without prior approval. If approval is provided, the hirer acknowledges that they store or use their own property at the club at their own risk.

8.5 Compliance - The hirer must comply at their own expense with all applicable statutes, regulations, bylaws, payment, consents and the club's policies and procedures relating to the club’s use, occupation, safety and security.

8.6 Advertising material - The hirer will not permit any advertising to be displayed in the facility without prior written consent from the club.

8.7 Variation - The club reserves the right to vary the standard terms & or to impose further conditions in addition to those specified at any time.

*Failure to comply with any of the “Terms and Conditions of Hire” may result in the cancellation of all or part of your booking.*

**ii. Date and Times of Use**

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| --- | --- | --- | --- |
| **# of Bookings:** | **Expected #:** | **Starting:** | **Ending:** |
|  |  |  |  |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Facility/Equipment** | **Day** | **Start date** | **Start time** | **End date** | **End time** | **Fee** | **Tax** | **Total** |
|  |  |  |  |  |  |  |  |  |
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**iii. Payment Method**

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| --- | --- | --- | --- | --- | --- | --- | --- |
| **Rental Fees** | **Extra Fees** | **Tax** | **Rental Total** | **Damage Deposit** | **Total Applied** | **Balance** | **Current** |
|  |  |  |  |  |  |  |  |
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**iv. Other Information**

The undersigned has read and on behalf of the hirer agrees to be bound by this Rental Contract and the Terms and Conditions contained herein. The conditions in this contract will apply for all bookings for this calendar year.

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| --- | --- |
| **Hirer:** |  |
| **Signed:** |  |
| **Date:** |  |
| **Phone:** |  |
| **Email:** |  |