

Gecko Hall Hire Agreement

Memorandum of Agreement between (name):

of (address):

Hereafter referred to as **'the hirer'**, and **"Gecko Environment Council Assoc Inc, 139 Duringan Street Currumbin"**.

This agreement constitutes a contract for the hire of the premises, being the upstairs kitchen, hall, verandah and adjacent toilet of Gecko House under the terms and conditions on the reverse of this agreement. Gecko undertakes to present the premises for hire in a clean and tidy state and will make the premises available to the Hirer for the purpose and period of hire as follows:

Purpose:

Date of Hire: Commencing Date :/...../..... Ending Date:/...../.....

Day & Time of Hire: Day: Between am/pm and am/pm

Day: Between am/pm and am/pm

(Or other days and times as agreed from time to time in writing).

Is this a recurring booking? Yes / No (Please circle appropriate response).

Hire Cost: \$ (..... dollars) (subject to periodic review by Gecko)

Kitchen Bond: \$300.00 (Three hundred dollars). (Please rule through if kitchen is not required).

Electronic Keypad Entry Code \$11.00 – See reverse for details.

Hirer Name:

Hirer Drivers Licence No:

(Attach photocopy of back and front of driver's licence and record number above).

Business/Home Phone:

Mobile:

Email:

Hirer Bank Account Details: (For bond refund).

BSB No:

Account No:

Account Name:

I have read and agree to comply with the Terms and Conditions of Hire set out on the reverse of this Agreement.

Signature

Print Name:

Signature

Print Name:

Gecko Administrator.

Gecko Environment Council Assoc. Inc. is a volunteer, non-government, not for profit organisation dedicated to the preservation and protection of the natural environment of the Gold Coast. Any funds generated by the hiring of our hall are used to further our aims and objectives.

Gecko Hall Hire – Terms and Conditions of Hire

These Terms and Conditions form part of the Hall Hire Agreement and apply to the use of the premises by the Hirer specified in this Agreement.

1. Use of Premises

- (a) Gecko House is an old, historic building which is not designed to carry large numbers of people. Engineering advice requires that numbers be limited to 60 persons at any one time and 20 persons if dancing or other energetic physical activity takes place. The Hirer shall be a responsible adult person and shall ensure engineering advice limits for hall use are adhered to.
- (b) This Hire Agreement is not transferable and the Hirer may only use the premises for the purpose and period specified in the Hall Hire Agreement.
- (c) The Hirer shall attend at the premises at all times during the period of hire and shall conduct and manage the use of the premises in a safe, orderly and lawful manner and shall immediately cease and prevent any activity that is of a dangerous, anti-social or illegal nature, and shall terminate any activity if directed to do so by the Police or the President of Gecko or his/her representative. The Hirer shall ensure that other occupants of the Gecko House building and residents of neighbouring properties are not disturbed by the Hirer's activities including but not limited to excessive noises.
- (d) The Hirer shall be aware at all times that Gecko House (consisting of Gecko Office, Gecko Hall and private offices) is a shared space and must keep noise to a reasonable level.
- (e) A Gecko representative shall always have the right of admission to the premises.

2. Booking Procedure

- (a) A booking will not be confirmed unless Gecko has received from the Hirer one week after booking is made, a completed and signed Hall Hire Agreement; including photographic proof of identity; a copy of indemnity insurance (section 12); COVID-19 Agreement and a booking deposit (see 2.b.i) two weeks after booking made
- (b) Payment is required as follows:
 - (i) A deposit of \$33.00 must be made within two-weeks of each booking made or a hirer will forfeit their booking. Hirers will be invoiced for the deposit. The deposit amount will be deducted from the total cost of your hire.
 - (ii) The full payment is required one-week prior to booking commencement. Hirers will be invoiced for full payment.
 - (iii) For reoccurring bookings, payments are required at least two-weeks before hire date to secure bookings.
- (c) The time specified in the Agreement includes setup and clean up time. The Hirer shall vacate the hall within the time specified in the Agreement.
- (d) Booking refunds shall generally apply as follows:
 - (i) If the Hirer cancels the hire no less than 2 weeks in advance a full refund will apply.
 - (ii) If the hirer cancels between 13 days and 1 day prior to the hire date, the hirer forfeits their deposit of \$33.00.
 - (iii) If the Hirer cancels the hire on or after the hire date no refund will be given.
- (e) Gecko reserves the right to apply a discretionary administration fee when a hirer makes multiple changes or multiple cancellations to hire dates.

3. Smoking and Alcohol

The Hirer shall ensure that there is no smoking in or around the premises and shall ensure that alcohol is not sold on the premises.

4. Signage

The Hirer shall not drive nails, screws or any other fastenings into or attach same in any way to doors, walls, floors, furniture or fittings on the premises or erect any notice, sign, advertisement, scenery, fittings or decorations of any kind whatsoever on the premises. The Hirer shall not remove or alter Gecko's signage in any way whatsoever.

5. Refusal to Grant Hire or Further Hire

It shall be at the discretion of the President of Gecko or their representative to refuse to grant the hire of the premises in any case and, notwithstanding that permission to hire the premises may have been granted or that these conditions may have been accepted and signed and the fees and deposit paid, the President of Gecko or their representative shall have the power to cancel such permission and direct the return of the fees and deposits so paid. The hirer hereby agrees in such case to accept the same and shall be held to have consented to such cancellation and to have no claim at law or in equity for any loss or damage in consequence thereof.

6. Premises Maintenance

- (a) Upon termination of each use, the Hirer shall leave the premises in a clean and tidy condition. The Hirer shall remove from the premises all goods, properties or materials brought in by the Hirer; return tables and chairs to the position in which they were found; remove all rubbish from premise; close and lock all windows and doors and turn off lights, fans; ensure all members vacate the premises.
- (b) Gecko Hall users must all utilize the three bins provided in the kitchen: General Waste, Recycling and Compost. All hall users must ensure that the bins are emptied into the main bins located outside by Gecko's shipping container at the end of hiring period.
- (c) Gecko may levy additional charges (a minimum fee of \$20.00 will apply) where special/additional cleaning is required. The Hirer's cleaning time is included in the time specified in this Agreement. Hirers are expected to provide their own cleaning material and garbage bags as required.

7. Parking and Exiting the Premises

The parking of vehicles anywhere on Gecko House grounds is entirely at the vehicle owner's risk and Gecko will not be held liable for any damage, loss or theft howsoever arising from the use of this area. Hirers shall ensure that they and their guests vacate the premises and depart Gecko House grounds within the time specified in this Agreement and in a quiet manner with consideration to other users of Gecko House and neighbours.

8. Safety

The Hirer shall acquaint themselves with the location and operation of the Gecko First Aid Kit (and provide further adequate first aid material relative to the Hirer's activity being undertaken as required) and fire extinguishers and, in the event of fire, shall take all reasonable steps to contain any fire and shall promptly summon the Fire Brigade and any other necessary authorities. The Hirer shall not use flammable material or naked flames (e.g. sparklers, candles, incense, insect burners or coils etc.) within the premises.

9. Electronic Keypad Entry

The Hirer will be issued with a code for electronic keypad entry to the hall. The Hirer shall not allow other persons to use this code to gain entry to the hall. A keypad entry administration fee \$11.00 applies and if the Hirer requests Gecko to retrieve/reissue the code an additional fee of \$11.00 will apply.

10. Kitchen Bond

A refundable bond of \$300.00 applies for the use of the kitchen. The kitchen bond will be refunded by electronic funds transfer to the bank account nominated by the Hirer in this Agreement upon satisfactory inspection of the kitchen by a Gecko representative following the hire date. Kitchen bonds will be refunded to the Hirer less any amounts outstanding and due to Gecko by the Hirer in terms of this Agreement.

11. Indemnity

The Hirer shall indemnify and hereby indemnifies Gecko against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs (including solicitor and client costs), charges and any expense whatsoever in respect of any personal injury caused or contributed to by the negligent act or omissions, breaches of contract or breaches of statutory duty of the Hirer, its servants, members, invitees or agents; for damage to equipment or any other property at the premises or any other person or corporate body arising out of, or incidental to, the use of the premises by the Hirer and caused by the Hirer, its servants, members, invitees or agents or contractors. The Hirer shall also indemnify and keep indemnified Gecko from and against all loss of or damage to the property of Gecko real or personal, including (but not limited to) the premises and including any fixtures, furnishings or goods of Gecko, caused by or arising out of the acts, neglects or defaults of the Hirer, its servants, members, invitees, agents or contractors or which without any negligence or default would not have been sustained but for the Agreement granted.

12. Indemnity Insurance

The Hirer shall keep in force, during the currency of the Agreement, a Public and Products Liability insurance policy with a limit of Indemnity of not less than FIVE MILLION DOLLARS and a deductible (excess) of no more than \$500. Gecko may request a higher limit of Indemnity in certain cases.

13. Hirer Property

The Hirer's property, or property not belonging to Gecko, may not be left on the premises or anywhere else at Gecko House other than by express agreement with a Gecko Management representative.

14. Failure to comply with the Terms & Conditions of Hire

Any failure by the Hirer to comply with the Terms & Conditions of Hire is a breach of this Agreement in respect of which Gecko is entitled to recover damages. Without prejudice to any legal remedies Gecko may have, in the event that a hirer breach any of the terms and conditions contained in this document, the Hirer shall insofar as the law permits accept full responsibility and liability (whether in negligence or otherwise) for all loss, damage and/or injury whatsoever resulting directly and/or indirectly from the breaches.

15. Disputes

This Agreement constitutes the whole agreement between the Hirer and Gecko and supersedes any other agreement made between the Hirer and Gecko. In the event of any dispute or difference arising during the hire period, or as to the interpretation of these terms and conditions, or of any matter or thing contained therein, the decision of the President of Gecko shall be final and conclusive.

These Terms and Conditions may be updated from time to time. The Hirer shall upon notice sent to the Hirer's email provided in the Agreement, comply with the current Terms and Conditions, located at www.gecko.org.au/hall-hire.