

Murray Mallee Aged Care Group Inc
PO Box 1315, 2a Myall Avenue, Murray Bridge SA 5253
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APPLICATION FOR HIRE OF THE TRAINING CENTRE

This hire agreement is made between Murray Mallee Aged Care Group Inc and the Hirer (individual or organisation) named hereunder

1. **Applicant**
Organisation Name _____

Contact Name _____
Address _____
Telephone _____ Facsimile _____
E-mail: _____
2. **Purpose of Function** _____
3. **No. of Attendees** _____
4. **Dates and Period of Hire** _____
5. **Area to be Hired** (Please tick required area/s):
Training Centre Kitchen Area
6. **Security Deposit** (to be paid prior to event)
Training Centre \$80.00 per day \$ _____
7. **Equipment Requirements**
 whiteboard
 electronic equipment package comprising:
*** ceiling mounted data projector, laptop, large smartboard, incorporating TV and DVD.**

I/we hereby acknowledge that I/we have read and agree to observe and act in accordance with all the Conditions of Hire annexed.

Signature of Applicant or person authorised to sign on behalf of the Applicant

Full Name and position

Date

SIGNED for and on behalf of MMACG

Chief Executive Officer

Date

CONDITIONS OF HIRE

1. GENERAL

- 1.1 No agreement is made until these Conditions have been accepted by the CEO in writing.
- 1.2 The CEO may cancel any agreement for the hire of the Training Centre immediately by notice in writing if the CEO considers that the Training Centre will be unduly damaged by its proposed use. In such cases, the Security Bond and Security Deposit will be refunded.
- 1.3 The CEO or any authorised employee of MMACG shall at all times, notwithstanding any hiring, be entitled to free access to any part of the Training Centre and/or Building.

2. PAYMENT AND CANCELLATION

- 2.1 Payments:
 - 2.1.1 The Hirer shall pay by way of a Security Deposit the outlined deposit no later than five (5) days prior to the Hiring Period. If the Hirer applies for the hire of the Training Centre less than five (5) months prior to the date of the function, the Hirer shall pay the deposit upon hire request.
 - 2.1.2 If any payment is not made on or before the due date, then these Conditions and any booking deemed to have been made will be deemed cancelled by the Hirer and MMACG will not be liable for any loss sustained by the Hirer.
 - 2.1.3 In the absolute discretion of the CEO, may agree to other terms and conditions for the payment of the Security Deposit as may be negotiated with MMACG.
- 2.2 Cancellation by the Hirer
 - 2.2.1 The Hirer may cancel these Conditions by giving no less than five (5) days notice in which case these Conditions are deemed terminated and any monies paid hereunder by the Hirer shall be refunded.
 - 2.2.2 In any case where the Hirer cancels these Conditions by giving less than five (5) days written notice to the CEO, these Conditions are deemed terminated and as such part a refund of 50% of any monies paid hereunder by the Hirer shall be refunded to the Hirer: If less than three (3) days written notice is given, no monies shall be refunded and the hire will be charged fully.
- 2.3 Cancellation by MMACG
 - 2.3.1 Whenever, in the opinion of the CEO, the Training Centre shall be unfit for use during a Hiring Period, the CEO may cancel a booking by notice in writing and any monies paid hereunder shall be refunded.

3. GOODS AND SERVICES TAX

- 3.1 For the purposes of this Clause unless the context otherwise require: -
 - 3.1.1 **GST** means any tax imposed on Supply by or through the *New Tax System (Goods and Services Tax) Act 1999 (Act)* and any related Tax Imposition Act and **New Tax System Changes** has the meaning it bears in the *New Tax System (Trade Practices Amendment) Act 1999 (TPA)*. Where any other term is used in this clause which is defined in the Act or the TPA it shall have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the TPA;
 - 3.1.2 **GST Rate** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time; and
 - 3.1.3 **Input Tax Credit, Recipient, Supplier** and **Supply** have the meaning they bear in the Act.
- 3.2 The parties acknowledge that the consideration under these Conditions is inclusive of GST, where GST is calculated using the GST Rate at the time of forming these Conditions.

- 3.3 The Supplier shall provide the Recipient with a tax invoice and/or adjustment notes in relation to the Supply prior to an amount being paid by the Recipient under these Conditions and shall do all things reasonably necessary to assist the Recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

4. USE OF TRAINING CENTRE

- 4.1 The Hirer acknowledges and agrees that:
- 4.1.1 The Training Centre can only be used for the Purpose or such other purpose as agreed in writing by the CEO.
- 4.1.2 The Hirer shall not permit a person not subject to the direction and control of the Hirer to use the Training Centre.
- 4.2 Where a facility is used for longer than the period of hiring, the Hirer will be required to pay an additional hiring charge, such charge to be calculated pro rata on the agreed Hiring Fee.

5. FURNITURE AND EQUIPMENT

- 5.1 MMACG may on request by the Hirer provide, at extra cost, audio visual equipment for use at the Function
- 5.2 The Hirer can only install furniture or equipment in the Training Centre after giving specific details of such facilities to the CEO and after receiving approval by the CEO.

6. MAKING GOOD DAMAGES

The Hirer agrees to pay the MMACG on demand the cost of repairing and making good any damage to the Furniture and Equipment, Training Centre, or any part thereof arising out of or incidental to the hiring and for the loss of any equipment included in the hiring.

7. DUTIES OF THE HIRER

- 7.1 The Hirer shall:
- 7.1.1 obey all visual instruction and signs displayed in the Training Centre and the Building;
- 7.1.2 be responsible during the Hiring Period for the supervision and control of all persons, vehicles and facilities during the period and without limiting the generality of the foregoing, ensure that facilities such as the toilets are used in a proper and orderly manner and left in a clean and tidy state after such use;
- 7.1.3 ensure that access by all persons attending the function is restricted to those areas agreed to previously for that function. Access to any unauthorised areas is not permitted under any circumstances and the Hirer shall be liable for any costs and/or damage resulting from unauthorised access;

8. LIABILITY OF MMACG

- 8.1 MMACG shall not be responsible for any valuables lost or stolen in the Training Centre during the Hiring Period.
- 8.2 MMACG will not be responsible for any damage or loss to any goods, furniture, equipment or thing of any kind during the Hiring Period.
- 8.3 MMACG will not be liable for any fault or failure that might occur during the Hiring Period in the electricity supply, air-conditioning or in the lighting.

9. SECURITY & CONDUCT

MMACG requires that function organizers accept responsibility for the orderly conduct of attendees and contractors. Should MMACG have any reason to believe an event will adversely affect the smooth running of MMACG business, its security or good reputation, it reserves the right to cancel the event.

10. MMACG PROPERTY

- 11.1 No banners, signs or posters may be attached to any surface of the building without advance approval from the CEO.
- 11.2 MMACG signage must not be covered or obscured in any way.
- 11.3 Any loss of or damage to MMACG property or equipment caused by the organiser, their guests or contractors before, during or after the event is the financial responsibility of the organizer.

11. INDEMNITY

12.1 In consideration of MMACG Inc holding a function at MMACG premises, or off-site, the Hirer hereby releases and discharges MMACG from all liability or loss (including indirect, special or consequential loss or damage together with all related legal and other costs) arising from damage or loss (whether as a result of negligence or otherwise) to any property brought on to MMACG premises.

12. HIRER RESPONSIBILITY

12.1 MMACG does not accept responsibility for damage to any goods brought to MMACG before, during or after an event. It is the organisers' own responsibility to arrange adequate insurance to cover such potential damage. All goods must be removed from MMACG premises or storerooms no more than 24 hours after the event. Storage at MMACG is at the hirers risk and a security disclaimer form must be completed.

12.2 The organiser should ensure that all goods/packages to be delivered to MMACG are adequately marked with the name and start date of the function, MMACG contact's name and the sender's name and contact phone number. Packages to be collected after the event should be sealed and properly addressed, again with the sender's name and contact phone number.

12.3 When accessing the building outside of normal business hours (9.00am – 5.00pm Mon – Fri), the Hirer must ensure that the key to the premises is returned to MMACG staff the following business day.

12.4 When using the building outside of normal business hours (9.00am – 5.00pm Mon – Fri), the organizer must ensure that all entrances, security alarm and electric gates are secured in line with MMACG Instructions.