



Highgate Forrest Park Playgroup Party Hire Agreement

This Hire Agreement ("Agreement") is made on _____ (date)
between Highgate Forrest Park Playgroup Incorporated ("HFPPG") and

_____ ("Hirer") (full name)

to hire the HFPPG premises at 66 Harold St, Highgate WA 6003 ("Premises") on

_____ ("Hire Date")

Start time: _____ End time: _____

Reason for hire: _____ ("Purpose")
(state intended use of Premise, e.g. child's birthday party, book club meeting, community gathering etc).

Estimated number of people in attendance: _____ Adults _____ Children

Hirer Contact Details

Address: _____

Phone / Mobile: _____

Email: _____

Active members can hire the venue for a fee of \$100 ("Hire Fee"). If the Hirer is not a current paid member of Highgate Forrest Park Playgroup Inc, this Agreement can be sponsored by a current, fully paid HFPPG Member ("HFPPG Sponsor"), in which case the Hire Fee is \$100. HFPPG Sponsor obligations are outlined below. All venue hires also include payment of a \$250 "Security Bond".

Membership Status (tick which applies):

Active Member

Sponsored by Member



Agreed Hire Fee payable: AUD _____

Agreed Security Bond payable: AUD _____

The Hirer requests, and HFPPG agrees, that the Hirer may use the Premises: (a) at the times stated above; (b) for the disclosed and pre-agreed Purpose as stated above; and (c) on the terms and conditions set out in this Agreement.

Payment Details

Acct Name: Highgate Forrest Park Playgroup Inc.

BSB: 036 046

Acct: 104221

Please include payment reference: PH [date] [surname] E.g. Joe Bloggs' party hire (PH) for 18th March = PH 1803 Bloggs

Executed as an Agreement:

Signed by the Hirer:

_____ Date: _____

Signed by the HFPPG Sponsor (if applicable):

_____ Date: _____

Signed by HFPPG authorised representative (office use):

_____ Date: _____

Bank Account Details for Security Bond Repayment

Account Name: _____

BSB: _____

Account Number: _____



Agreement Terms and Conditions

In these terms and conditions, a reference to “you” or “your” is a reference to the Hirer.

HFPPG grants you the right to use the Premises on the following terms and conditions:

Bond and Hire Fee

1. You must pay in full the Hire Fee and Bond as specified in the executed agreement within seven 7 days of signing this Agreement and prior to the proposed hire date (whichever is earlier). If you fail to pay within this time, HFPPG reserves the right to cancel this Agreement and reallocate the Hire Date without any notice to you.
2. HPG will repay the Bond to the account details provided within 30 days after the Hire Date if HFPPG determines, in its sole discretion, there is no damage to the Premises or any excessive clean up required. The Bond will only be paid via electronic funds transfer.
3. If damage has occurred to the Premises or excessive clean-up is required, HFPPG will deduct the cost of repair of any damage or cost of clean-up from the Bond and, if the Bond is insufficient, will invoice you for the additional costs which shall be payable immediately upon receipt of notification.

Use of the Premises

4. The Premises must only be used for the disclosed and pre-agreed Purpose, at the agreed Hire Date as stated on the front page of this Agreement, for the maximum number of people stated on the front page of this Agreement. The Premises must not be used for any business, commercial, illegal or immoral purpose.
5. You must not on-hire or sub-let the Premises to any other person or entity.
6. You must not permit anything to be done on the Premises or near the Premises which will cause a nuisance, grievance, disturbance or annoyance to any other premises in the vicinity of the Premises.
7. You must not to use any additional form of lighting, heating or cooling on the Premises, without the consent of HFPPG and must not use any electrical equipment which may overload the cables, switchboards or sub-boards through which electricity is conveyed through the Premises.
8. You must not to use or permit to be used any toilets, sinks, drains and other plumbing facilities in the Premises other than for their intended purpose and will not deposit or permit to be deposited in any of those facilities any sweepings, rubbish or other matter.



9. On completion of your hire of the Premises you must clean the Premises to return it to the state that it was when your hire commenced, including but not limited to having completed the tasks set out in the below "End of Hire Checklist".

Keys and Access Times

10. HFPPG operate a lockbox system for management of the key to the venue, accessible from the side gate (between the Croquet club carpark and the HFPPG entrance). You will be notified of the code to the lockbox 24-48 hours prior to your scheduled event.
11. Unless agreed by prior arrangement, you may only access the Premises between the start and end time of your hire, as stated on the front page of this Agreement. All set up and clean-up activities must be undertaken during your hire period.

Damage and Protection of Premises

12. You must:
 - a) ensure the Premises are not damaged, including taking all steps reasonably necessary to ensure no part of the Premises or any fixtures in the Premises are broken; and
 - b) on demand, repay to HFPPG the cost of repairing any damage caused to the Premises, where the damage results from, or is attributable to, the use of the Premises by you or anyone who you invite onto the Premises.
13. You must:
 - a) protect and keep safe the Premises and any property contained in the Premises from theft or robbery; and
 - b) when leaving the Premises, close and lock all doors, windows and other openings.

Safety and Notification of Incidents

14. You are responsible for the actions, behaviour and safety of all persons using the Premises during the hire period, whether or not those persons are using the Premises with or without your permission.
15. You must immediately notify HFPPG of any incident at the Premises and follow-up in writing with a written report (detailing the people involved, date, time and location of the incident) involving any significant occupational safety and health issues arising within the Premises, including any person dying or receiving any serious injury or any significant property damage to the Premises.



Smoking and Surrounding Areas

16. You must not, and must ensure that any person you let onto the Premises does not, smoke in the interior or the adjoining playground of the Premises. You must provide receptacles outside the Premises for the disposal and removal of litter from smokers.
17. You must keep the Premises, its entrances and surrounds thoroughly clean and must remove all rubbish and litter upon leaving the Premises. The rubbish must not be disposed of in the local council bins or at the playgroup.
18. You acknowledge that the playground immediately outside the Premises is a public playground open to the community at all times. HFPPG makes no warranty or representation for any exclusive use of the playground and accepts no liability whatsoever for the use of the public playground equipment which is not part of the Premises.

Consumption of Alcohol and Compliance with Laws

19. You must comply with all laws and safety requirements relating to the use of the Premises and your hire.
20. You must not sell or dispense alcohol from the Premises. HFPPG must agree, by prior arrangement, to the consumption of alcohol during the hire period. Should alcohol consumption be permitted, you are responsible for ensuring all children are appropriately supervised, community standards and expectations are met, and that HFPPG's reputation is not damaged by improper behaviour during your hire period. Any alcohol must be consumed inside the Premises only, and removed entirely at the end of the hire.
21. You must not do or permit anything in, on or near the Premises which is, or may be in breach of copyright (including playing any music or performing any play which is subject to copyright), without first obtaining a licence from the holder of the copyright.

Obligations of the HPG Sponsor

22. The HFPPG Sponsor is responsible for the security of the key to the Premises at all times.
23. The HFPPG Sponsor must ensure that the Hirer is familiar with the Premises, including but not limited to, opening and closing procedures, location and type of Premises facilities available and their operation, use of toys and equipment, and ensuring all HFPPG operational procedures and standards are met.
24. Should the Hirer leave the Premises in an unacceptable state, as determined by HPG, and does not make efforts to rectify, the HFPPG Sponsor will be held responsible for



making good the Premises.

25. Failing to uphold these obligations may result in disciplinary action against the HPG Sponsor as determined under HFPPG's model rules.

Indemnity and Warranty

26. You use the Premises at your own risk and must indemnify HFPPG against all claims, losses, actions, damages, costs (including legal costs) and expenses whatsoever arising out of or in connection with your hire of the Premises, except to the extent that any claim, loss, action, damage, cost or expense is directly caused by HFPPG.

27. Whilst all care has been taken to inform you of the condition of the Premises, HFPPG makes no warranty whatsoever, either expressly or implied, as to the condition of the Premises or the operational suitability of the facilities for your Purpose.

End of Hire Checklist

All activities to be completed at the end of your hire:

- Toys used to be packed away neatly and boxes placed back in correct location
- Kitchen benches wiped clean, dishes washed, dried and put away in cupboards
- Fridge emptied of items and all food removed
- Used towels and tea towels to washing basket in laundry
- Floors (including bathroom) vacuumed & mopped
- Toilets cleaned, and wiped over with disinfectant and basins cleaned
- All bins emptied and all rubbish to be taken off site, including any party decorations
- All lights turned off (note light in bathroom is automated, so not required to be turned off)
- Air conditioner/heater turned off