



AGREEMENT TO HIRE MAROOCHYDORE CRICKET CLUB PREMISES (v 2018)
PART 1

Item 1: This Agreement is made between The Maroochydore Cricket Club Incorporated and

Item 2: Hirer Contact

PERSON:	POSITION:
TELEPHONE NUMBER:	EMAIL:

Item 3: Hirer Insurance Details

Item 4: Hirer Address

Item 5: Purpose Of Hire

Item 6: Commencement Date of Agreement

End Date of Agreement

____/____/____

____/____/____

Item 7: Time/s of Use:

DATE	TIME IN	TIME OUT	DATE	TIME IN	TIME OUT



PARTICULARS OF AGREEMENT:

Item 8: Premises

Areas Of Premises To Be Hired (Please Tick)

- Kerry Emery Oval
- Kev Hackney Oval
- Ron McMullin Oval
- John Blanck Oval
- Glenview Turf Oval
- Clubhouse
- Carpark

Item 9: Equipment

Maroochydore Cricket Club Equipment required:

- Nets
- Amenities
- BBQ

Other, please list:

Item 10: Catering

Will Catering be required? (Please circle) Yes No

If Yes, please select preferences:

- Breakfast
- Canteen Lunch
- Catered Lunch

Approximate times catering is required:

- Breakfast _____ am
- Canteen Lunch _____ am/pm
- Catered Lunch _____ am/pm

Approximate number of guests to be catered for: _____

Specific Catering details are included in Part 2 of this Agreement.

Item 11:

Cleaning

Who is responsible for the cleaning of the Premises?

Club / Hirer



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PART 1

If Hirer is responsible for cleaning and engages a cleaner to do the cleaning, the hirer must pay the cleaner directly.

Item 12: Hire Fee (Inclusive Of Gst)

HIRE DETAILS	FEE
GROUNDS	
CATERING	
TOTAL	

Item 13: Our Address /And Post Office Address

ELIZABETH DANIELS PARK COVER DRIVE BUDERIM QLD 4556	PO BOX 5554 MAROOCHYDORE BC QLD 4558
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Item 14: Our Contact

PERSON:	POSITION:
TELEPHONE NUMBER:	EMAIL:

Item 15: Execution

Our signature _____ Signature of Authorised Officer _____ Name of Authorised Officer	Execution Date / /	Witness _____ Signature of Witness _____ Name of Witness
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PART 1

<p>Your signature</p> <p>The person signing warrants that they have authority to sign this agreement for you.</p>	<p>Execution Date</p> <p> / /</p>	<p>Witness</p> <hr/> <p>Signature of Witness</p> <hr/> <p>Name of Witness</p>
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PART 2 —STANDARD CONDITIONS

Detailed map showing Premises, routes of access, parking areas and any other areas relevant to this agreement is attached.

1. MEANING OF WORDS

“Commencement Date” the day on which this agreement commences as identified in Item 6.

“Fee” the fee specified in Item 12

“Premises” the buildings, and facilities as shown on the plan in Part 2 and the equipment identified in Items 8 and 9 which is to be licensed to you.

“We”, “us” or “our” The Maroochydore Cricket Club

“You” “your” the person or organisation named in Item 1.

2. INTERPRETING THIS AGREEMENT

2.1 This agreement consists of the following, which make up and govern the entire agreement between you and us-

- (a) Part 1 - the Application
- (b) Part 2 - Plan of Premises and Standard Conditions;

2.2 If two or more persons are named in Item 2 their responsibilities under this agreement bind them jointly and each of them separately. For example, we may ask one person to pay money owing to us under this agreement, without asking the other.

2.3 A reference to –
(a) a person includes a reference to an entity recognised by a law, for example, a corporation;

- (b) a clause is a reference to a clause in this agreement.

2.4 The singular shall include the plural and vice versa.

2.5 Where the context permits, reference to you shall extend to your members, servants, agents and invitees of you.

3. LICENCE

- 3.1 We grant and you accept a licence to use and occupy the Premises.
- 3.2 You have an exclusive licence to use of the Premises during the times specified in Item 7. We may have access to the Premises at any time even when you are using it, provided that we do not interfere with your rights under this agreement.
- 3.3 We authorise you to use the routes of access to the Premises as indicated on the plan in Part 2 and as varied, from time to time.
- 3.4 You must only use the Premises for the Permitted Use.
- 3.5 The rights conferred by this agreement rest in contract only and shall not infer an intention to create in or confer upon you any tenancy, estate or interest in the Premises.

4. FEE

- 4.1 You agree to pay us the Fee in the manner directed by us.

5. THINGS TO BE LEFT CLEAN AND TIDY

- 5.1 Item 11 sets out who is responsible for cleaning the Premises and the manner of payment for cleaning.
- 5.2 You must leave the Premises and the equipment in a clean and tidy condition and in the same condition they were in at the Commencement Date.
- 5.3 We may arrange for the cleaning of the Premises and the equipment at your cost if you do not clean them.
- 5.4 You must not move furniture and equipment on or in the Premises, unless, at the Commencement Date, you have received our approval to do so. If we give our approval, you must put the furniture and equipment back in its original position before the expiry of this agreement.

6. MAINTENANCE & REPAIR

- 6.1 You are responsible for the cost of repair or replacement of any of our

PART 2 —STANDARD CONDITIONS

property where such repair or replacement is due to your use or activities when using the Premises.

- 6.2 You must not make or cause to be made any alteration, additions or improvements to the Premises.

7. ASSIGNMENT

- 7.1 You must not assign, sub-license or in any manner part with the use and occupation of the Premises or assign the benefit of this agreement.

8. ADVERTISING

- 8.1 You must not erect or display advertising material on the Premises without our written approval.

9. INDEMNITY

- 9.1 You are responsible for —
- (a) damage loss or injury to any person or property; and
 - (b) the cost of any security or emergency call-out to the Premises; arising from your use of the Premises and equipment.
- 9.2 You will indemnify us, our employees and agents against all claims for damages, loss, costs or injury arising from your use and occupation of the Premises.
- 9.3 You must pay, within the time set out by us—
- (a) for any damage to or loss of our property arising from your use of the Premises or equipment; and
 - (b) the charges that we decide if you use the Premises outside the times of use in Item 7.

10. INSURANCE

- 10.1 You must, take out and maintain a public liability policy of insurance for an amount of not less than twenty million dollars (\$20M) per occurrence with an insurer approved by us.
- 10.2 You must provide evidence of the public liability policy of insurance to us no later than 2 Business Days before the Commencement Date.

- 10.3 The public liability policy of insurance must note our rights and interests in this agreement.

- 10.4 You must maintain the policy during the term of this agreement.

- 10.5 You must notify us in writing as soon as possible prior to any material change in terms, cancellation or other termination of the policy.

- 10.6 If in our opinion we decide a public liability policy of insurance is not required, then we will notify you in writing, and clauses 10.1 to 10.4 will not apply.

11. TERMINATION UPON NOTICE

- 11.1 For hire periods of more than 28 days, either we or you may terminate this agreement by giving 28 days' notice in writing.

- 11.2 If this agreement is terminated under clause 12.1 you must leave the Premises in the condition specified in clauses 6.1 and 6.2.

12. TERMINATION FOR DEFAULT

- 12.1 If—
- (a) you breach any clause of this agreement and do not remedy the breach within 14 days after notice from us to do so; or
 - (b) an application is made or a resolution is passed for your winding up; or
 - (c) a receiver or official manager is appointed; or
 - (d) any step in insolvency proceedings is taken by or against you; or
 - (e) your incorporation is cancelled; or
 - (f) you ceases to carry on business, then we may immediately terminate this agreement.

- 12.2 If this agreement is terminated pursuant to clause 13, then you shall reinstate the Premises to the same condition the Premises were in as at the Commencement Date, fair wear and tear excepted.

- 12.3 Termination pursuant to clause 13 shall be without prejudice to any rights that either party may have against the other

PART 2 —STANDARD CONDITIONS

arising out of or connected with this agreement prior to the date of termination.

13. WARRANTIES

- 13.1 We do not warrant that the Premises and equipment are, fit, suitable, or adequate for your activities and all warranties able to be excluded by law are excluded.
- 13.2 You warrant that—
- (a) you are satisfied that the Premises and the equipment are fit for the Permitted Use;
 - (b) the Premises are in good condition; and
 - (c) you have been given adequate information about the Premises to ensure its use without risk to any person.

14. RULES

- 14.1 We may from time to time implement rules not inconsistent with or in derogation of your rights relating to:
- (a) the use, safety, care and cleanliness of the Premises
 - (b) the preservation of good order in the Premises;
 - (c) the comfort of persons lawfully using the Premises;
 - (d) the location of garbage and refuse pending its removal;
 - (e) the location and or closure of the car park or the common areas or any part thereof;
 - (f) any other matter relevant to the administration of the Premises.
- 14.2 You must abide by all Premises policies and procedures, including the Rules, as notified by us from time to time.

15. ENTRY AND REMOVAL OF PERSONS

- 15.1 In an emergency or where we reasonably believe that you are disturbing the good order and management of the Premises, we may -
- (a) refuse you or your employees, agents, visitors or invitees entry to the Premises; or

- (b) direct you, or your employees, agents, visitors or invitees to leave the Premises.

- 15.2 You must supervise and control your employees, agents, visitors or invitees on the Premises.

16. DISPUTE RESOLUTION

- 16.1 The parties shall seek to settle any dispute arising in connection with this agreement by negotiation, mediation or conciliation between the parties. In any such proceeding, each party may at its election be represented or accompanied by a qualified legal practitioner.
- 16.2 For the avoidance or settlement of disputes, and for the better management of this agreement, the parties each nominate contact persons in accordance with Item 2 and Item 14.

17. COMPLIANCE WITH LAWS

- 17.1 You must comply with all relevant laws and the requirements of any statutory authority while using the Premises,
- 17.2 You must provide documentary evidence of compliance with the requirements referred to in clause 18.1.
- 17.3 Nothing expressed or implied in the provisions of this agreement shall derogate from your liability, responsibility, duty or obligation to comply with the provisions of any Act, rule, regulation, local law or any other law in force from time to time in respect of the Premises and the Premises.
- 17.4 You acknowledge that you will prepare and lodge (at your cost) any development application or other approval that may be required by the local government or statutory authority to allow you to use the Premises for the Permitted Use. You will comply with all conditions imposed by the local government or statutory authority in relation to the development application or approval.

18. WAIVER

No right under this agreement shall be deemed to be waived except by notice in writing signed by each party.

19. VARIATION

No variation to this agreement shall be valid unless it is in writing and signed by both parties.

20. NOTICES

20.1 Any notice, demand, consent or other communication required to be given under this agreement will be deemed to have been given—

- (a) if sent by prepaid mail, on two Business Days following posting;
- (b) if hand delivered, on the date of delivery;

20.2 The respective addresses for service of the parties are set out in o and o.

21. INTERESTS ON UNPAID MONIES

You are to pay interest to us on any monies due and payable under the agreement, and on any judgment in our favour in an action arising from the agreement until all outstanding monies, including interest are paid in full. The rate of interest is at a rate equal to the Commonwealth Bank of Australia's monthly overdraft index rate on the amount of any account that is not paid within thirty (30) days of the date of the account.

22. PERSONAL INFORMATION

22.1 You must protect Personal Information

22.2 When does this clause apply?

This clause applies only if you collect or have access to Personal Information in order to carry out your obligations under this agreement.

22.3 Obligation to comply with Information Privacy Principles.

You must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act*

2009 (Qld) in relation to the discharge of your obligations under this agreement as if you were us.

22.4 Your obligations about Personal Information

You must:

- (a) not use Personal Information other than for the purposes of performing your obligations under this agreement, unless required or authorised by law;
- (b) not disclose Personal Information without our prior written consent, unless required or authorised by law;
- (c) not transfer Personal Information outside of Australia without our prior written consent;
- (d) ensure that access to Personal Information is restricted to those of your employees and officers who require access in order to perform their duties;
- (e) ensure that your employees and officers do not access, use or disclose Personal Information other than in the performance of their duties;
- (f) ensure that your subcontractors who have access to Personal Information comply with obligations the same as those imposed on you under this clause 22.
- (g) fully co-operate with us to enable us to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
- (h) comply with such other privacy and security measures as we reasonably advise you in writing from time to time.

22.5 Notice of breach

You must immediately notify us on becoming aware of any breach of this clause 22

In this clause 22

PART 2 —STANDARD CONDITIONS

“Personal Information” is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

PART 2 —STANDARD CONDITIONS



MAROOCHYDORE CRICKET CLUB CATERING “Example only”

Breakfast Menu:

- Bacon and egg roll
- 2 Cereal options (e.g. WeetBix and Cornflakes)
- Fruit Platter
- Water
- Tea and Coffee

Canteen Lunch prices and menu as per blackboard.

Catered Lunch:

- Cold chicken and Ham
- Carrot
- Beetroot
- Lettuce
- Tomato
- Capsicum
- Cheese
- Onion
- Cucumber
- Pineapple
- Breadroll
- Water
- Fruit Platter
- Tea and Coffee

The Maroochydore Cricket Club is responsible for set up and clean up of all catering options.