



Alliance Française
de Brisbane

FACILITIES AGREEMENT

for booking/hire of Alliance Française de Brisbane (AFB) buildings and facilities
262 Montague Road – West End – QLD 4101

ABN 43848621445

Rooms are available for hire from Monday to Friday 9.00 am to 5.00 pm

APPLICANT'S DETAILS:							
Applicant:				Australian Business No.			
Address:							
Suburb:				State:		Postcode:	
Contact Name:				Tel (BH):		Mobile:	
Fax:		Email:					
DETAILS OF HIRE:							
DESCRIPTION OF EVENT:				DATE IN:	TIME IN:	ACCESS FROM DATE/TIME:	
No of persons expected to attend:				DATE OUT:	TIME OUT:	DISMANTLE FROM DATE/TIME:	
FACILITIES REQUIRED: (please tick as appropriate) <input type="checkbox"/> CLASSROOM 1 <input type="checkbox"/> CLASSROOM 2							
HIRING COSTS:		AMOUNT:					
RENTAL HIRE FEE ex. GST:		\$	Comments: a 50% deposit is required at the time of the booking. Date Paid:				
TOTAL HIRE FEE ex GST:		\$					
GST:		\$					
AMOUNT DUE (GST inc.):		\$	Due by: (see invoice)		Date Paid:		
CANCELLATION/REFUND POLICY: IF CANCELLATION IS MADE AT LEAST 5 WORKING DAYS PRIOR TO "DATE IN" ABOVE, A REFUND LESS 20% ADMINISTRATION FEES WILL BE GRANTED. IF CANCELLATION IS MADE LESS THAN 5 WORKING DAYS PRIOR TO "DATE IN" ABOVE, NO REFUND WILL BE MADE							
KEYS ISSUED: n/a				KEYS RETURNED: n/a			
No:	Received by:	Signed:	Date:	No:	Employee:	Signed:	Date:
PERMITS: Is police permit or any other permit or licence required? <input type="checkbox"/> No <input type="checkbox"/> Yes (please attached copy)							
<input type="checkbox"/> IT IS AGREED THAT THE BOOKING/HIRE IS SUBJECT TO THE TERMS ON THE BACK HEREOF.							
<input type="checkbox"/> It is agreed that the applicant have access to the building within the time agreed above, access from/clean up from.							
<input type="checkbox"/> It is agreed that the applicant has to pay the total hiring fees 1 weeks (5 working days) prior the "date in" above							
<input type="checkbox"/> I certify that I am authorised to signing on behalf of the applicant.							
Full Name:		Position:		Signature: _____		Date:	

1. Licence and GST

- 1.1. The Applicant will, subject to the grant of all applicable permissions and approvals to the AFB including without limitation a variation to the AFB council permit regarding use of the AFB facilities, have a non exclusive licence to use the specified AFB buildings, equipment and facilities ("the Facilities") for the purpose of the specified activities or events on the times and dates set out in this Agreement.

2. Permits

- 2.1. The Applicant must obtain all necessary consents, approvals or permits required from time to time by any authority in relation to the use of the Facilities by the Applicant. The Applicant must comply with the terms and conditions of any consent, approval or permit.
- 2.2. The Applicant must comply with all applicable legislation.

3. Indemnity

- 3.1. The Applicant agrees to release and indemnify and keep indemnified the AFB from and against:
- 3.1.1. any and all injuries actions claims losses damages costs penalties and expenses of whatsoever kind and nature (whether arising under contract tort or statute) arising from or out of the use of the Facilities by the Applicant or its servant, agents or invitees;
- 3.1.2. all loss and damage to any building, facility, equipment or other part of the AFB caused by the Applicant, its servants, agents or invitees;
- 3.1.3. any infringement of intellectual property or performers' rights in connection with the activities undertaken by the Applicant.
- 3.2. Clause 3.1 of this Agreement continues in full force and effect notwithstanding the expiry or termination of this Agreement.
- 3.3. The AFB shall not be held liable for any interference or enforced cancellation of the activities or events proposed to be undertaken by the Applicant which is caused by any circumstance beyond the control of the AFB.
- 3.4. The Applicant agrees to use the Facilities at its own risk and without limitation agrees that all property brought on to the Facilities by the Applicant or its servants, agents or invitees shall be at the sole risk of the Applicant. Neither the AFB nor its servants or agents shall be liable for any thefts or losses incurred by the Applicant, its servants, agents or invitees or for any items remaining on the AFB after the end of the occupancy.

4. Insurance

- 4.1. The Applicant must provide and maintain a public and products liability insurance policy during the term of this Agreement
- 4.2. The Applicant must provide and maintain any other insurance reasonably required by the AFB.
- 4.3. Clauses 4.1, 4.2 will not apply where the Applicant is an individual hiring the Facilities for domestic purposes.

5. The Applicant's Obligations

- 5.1. The Applicant MUST:
- 5.1.1. ensure that its servant agents and invitees take all reasonable care to avoid damaging the Facilities or any other improvements on AFB land and immediately report any such damage to the AFB;
- 5.1.2. provide adequate security controls and ensure generally the good order and conduct of the activities;
- 5.1.3. ensure that its servants, agents and invitees do not smoke in buildings on AFB land;
- 5.1.4. pay the cost of repairing any damage caused to the Facilities by the Applicant or its servants, agents or invitees or as a result of a failure by the Applicant to lock a room or building after use;
- 5.1.5. at the expiration of the occupancy ensure the Facilities are left in the same condition as at the commencement date of this Agreement;
- 5.2. The Applicant MUST NOT:
- 5.2.1. use, or permit the Facilities to be used in any noxious or offensive manner or do or permit on the Facilities or at the AFB anything which in the opinion of the AFB may be or become a nuisance or disturbance or cause damage to the AFB;
- 5.2.2. alter, drill, mark or deface any part of the Facilities;
- 5.2.3. misuse, overload or interfere with the connections, fittings or equipment for the supply of any service;
- 5.2.4. use the name "Alliance Française de Brisbane" in promoting the activities of the Applicant except with the prior approval of the AFB.

6. Remedying of Default

7. The AFB may remedy a default by the Applicant under this Agreement at any time without notice. If the AFB elects to remedy a default by the Applicant all reasonable costs and expenses incurred by the AFB in remedying a default must be paid by the Applicant to the AFB within 14 days of the AFB notifying the Applicant of the amount.

8. Termination

- 8.1. The AFB may terminate this Agreement, by notice in writing to the Applicant, if in the reasonable opinion of the AFB, the Applicant is in breach of the terms of this Agreement.
- 8.2. The AFB may terminate this Agreement, immediately, if the Applicant engages in any activity which, in the opinion of the AFB, is objectionable, dangerous, contrary to the law or detrimental to the reputation of the AFB.

9. AFB

- 9.1. Employees and agents of the AFB shall be entitled to enter the Facilities at any time to ensure compliance with the terms of this Agreement.