

# PART 1 — Application Form



## AGREEMENT TO HIRE DEPARTMENT OF EDUCATION AND TRAINING PREMISES (v 2010)

### Item 1. Name of School where Premises to be used

Kalbar State School
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### Item 2. Address of School where Premises to be used

George Street, Kalbar.
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### Item 3. Our Name

State of Queensland (represented by the Department of Education and Training)
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### Item 4. Our Address

Education House, 30 Mary Street, Brisbane QLD 4000
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### Item 5. Our Contact for Notices

Person/Position: Chris Muir	Address:	
Telephone Number: 5469 9333	Facsimile: 5469 9300	Email: cmuir14@eq.edu.au

### Item 6. Your Name

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### Item 7. Your Insurance Company details (See Clause 11.1)

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### Item 8. Your Address

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### Item 9. Your Contact for Notices

Person/Position:	Address:	
Telephone Number:	Facsimile:	Email:

### Item 10. Description of Premises to be Used

(see Plan in Part 2)
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### Item 11. Commencement Date

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### Item 12. Termination Date

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### Item 13. Fee (inclusive of GST)

Amount:	Payment Time/s:	Method of Payment:
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### Item 14. Fee Review

No	Frequency of Review:
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## PART 1 — Application Form

**Item 15. Permitted Use**

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**Item 16. Time/s of Use**

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**Item 17. Our Equipment you can use – use a separate inventory sheet if necessary**

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**Item 18. Outgoings**

• Are we responsible for the outgoings?	No
• Are you responsible for all, part or none of the outgoings? If part, list which ones:	All
• Will you pay the outgoings to the provider direct?	Yes
• Will you pay the outgoings to us on a pro rata basis? Formula to calculate outgoings on a pro rata basis:	Not Applicable

**Item 19. Cleaning**

• Who is responsible for the cleaning of the Premises and the cost of it?	You
• If we are responsible for cleaning will you contribute to the cost of cleaning on a pro rata basis? Formula to calculate cleaning costs on a pro rata basis:	Not Applicable
• If you are responsible for cleaning and you engage a cleaner to do the cleaning you must pay the cleaner direct.	

**Item 20. Will liquor be consumed, supplied, or sold at the Premises?**

(See clause 23)

P & C Approval Obtained?	Yes
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**Item 21. Execution**

<p><b>Our signature</b></p>  <p>_____</p> <p>Signature of Authorised Officer</p>  <p>_____</p> <p>Name of Authorised Officer</p>	<p><b>Execution Date</b></p>  <p style="text-align: center;">//</p>	<p><b>Witness</b></p>  <p>_____</p> <p>Signature of Witness</p>  <p>_____</p> <p>Name of Witness</p>
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<p><b>Your signature</b></p>    <p><b>The person signing warrants that they have authority to sign this agreement for you.</b></p>	<p><b>Execution Date</b></p>  <p style="text-align: center;">//</p>	<p><b>Witness</b></p>  <p>_____</p> <p>Signature of Witness</p>  <p>_____</p> <p>Name of Witness</p>
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## **PART 2 — PLAN OF PREMISES**

*Detailed map showing the Premises, routes of access, parking areas and any other areas relevant to this agreement*

## PART 3 — RULES

## PART 4 —STANDARD CONDITIONS

### 1. MEANING OF WORDS

“Business Day”	a day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Queensland.
“Commencement Date”	the day on which this agreement commences as set out in Item 11.
“Fee”	the fee specified in Item 13.
“Fee Review Formula”	the formula set out in clause 4.2.
“Item”	a numbered Item is a reference to the Item with that number in Part 1.
“Permitted Use”	the use of the Premises as described in Item 15.
“Premises”	the buildings, and facilities as shown on the plan in Part 2 and the equipment identified in Item 17 which is to be licensed to you.
“School”	the School named in Item 1.
“We”, “us” or “our”	the State of Queensland (represented by the Department of Education and Training).
“You” “your”	the person or organisation named in Item 6

### 2. INTERPRETING THIS AGREEMENT

- 2.1 This agreement consists of the following, which make up and govern the entire agreement between you and us—
- Part 1 - the Application
  - Part 2 - Plan of Premises
  - Part 3 - Rules
  - Part 4 – Standard Conditions;
  - The written approvals referred to under clause 23.
- 2.2 If two or more persons are named in Item 6 their responsibilities under this agreement binds 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 person includes a reference to an entity recognised by a law, for example, a corporation;
  - 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, employees, agents and invitees.

- 2.6 A term in Part 4 overrides a term in Part 3 to the extent that they are inconsistent.

### 3. LICENCE

- 3.1 We grant and you accept a licence to use and occupy the Premises.
- 3.2 You do not have exclusive use of the Premises and we may access the Premises at any time even when you are using it.
- 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 will 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.
- 4.2 If the Fee is to be reviewed as set out in Item 14 the Fee Review Formula is—

$$A = B \times \frac{C}{D}$$

Where—

“A” = yearly fee payable during the year of the term under review.

“B” = fee payable during the year of the term immediately preceding the year of the term under review.

“C” = index number released for the consumer price index Brisbane for the last quarter immediately preceding the first day of the licence year under review.

“D” = index number released for the consumer price index Brisbane for the last quarter immediately preceding the first day of the licence year last concluded.

- 4.3 In no event will the annual sum payable in the year under review be less than that paid in the year immediately preceding.

### 5. OUTGOINGS

- 5.1 Item 18 sets out who is responsible for the costs and expenses (“outgoings”) connected with your use of the Premises. These outgoings include but are not limited to water, electricity, gas and telephone charges.
- 5.2 You will promptly pay all outgoings not payable by us under the terms of this agreement.

## PART 4 —STANDARD CONDITIONS

### 6. THINGS TO BE LEFT CLEAN AND TIDY

- 6.1 Item 19 sets out who is responsible for cleaning the Premises and the manner of payment for cleaning.
- 6.2 You must leave the Premises and the equipment in a clean and tidy condition and in the same condition they were at the Commencement Date.
- 6.3 We may arrange for the cleaning of the Premises and the equipment at your cost if you do not clean them.
- 6.4 You must not move furniture and equipment 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.
- 6.5 At the expiry of this agreement you must remove from the Premises all things, including rubbish, you bring on to the Premises. We may arrange for the things to be removed at your cost if you do not remove them.
- 6.6 You must not use our rubbish bins on the Premises without our consent.
- 6.7 Smoking is not allowed on the Premises at any time.

### 7. MAINTENANCE & REPAIR

- 7.1 You are responsible for the cost of repair or replacement of any of our property where such repair or replacement is due to your use or activities when using the Premises.
- 7.2 You must not make or cause to be made any alteration, additions or improvements to the Premises.

### 8. ASSIGNMENT

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

### 9. ADVERTISING

- 9.1 You must not erect or display advertising material on the Premises without our written approval.
- 9.2 You must not use advertising to promote the activity at the Premises without our written approval.
- 9.3 As a guide, we will not approve advertising that—
- (a) is of a nature that might imply that we are involved with or endorse the thing advertised;
  - (b) refers to the Premises other than to show the location of the venue;
  - (c) is, in our opinion, objectionable.

### 10. INDEMNITY

- 10.1 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.
- 10.2 You will indemnify us, our employees and agents against all claims for damages, loss, costs or injury arising from the Permitted Use.
- 10.3 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 16.

### 11. INSURANCE

- 11.1 You must take out a public liability policy of insurance for an amount of not less than ten million dollars (\$10m) per occurrence with an insurer approved by us.
- 11.2 You must provide evidence of the public liability policy of insurance to us before the Commencement Date.
- 11.3 You must maintain the public liability policy during the term of this agreement.
- 11.4 You must notify us in writing as soon as possible prior to any material change in terms, cancellation or other termination of the policy.
- 11.5 If in our opinion we decide a public liability policy of insurance is not required, then we will notify you in writing, and clauses 11.1 to 11.4 above will not apply.

### 12. TERMINATION UPON NOTICE

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

### 13. TERMINATION FOR DEFAULT

- 13.1 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

## PART 4 —STANDARD CONDITIONS

- (d) any step in insolvency proceedings is taken by or against you; or
- (e) your incorporation is cancelled; or
- (f) you cease to carry on business

then we may immediately terminate this agreement.

- 13.2 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.
- 13.3 Termination pursuant to clause 13 shall be without prejudice to any rights that either party may have against the other arising out of or connected with this agreement prior to the date of termination.

### 14. WARRANTIES

- 14.1 We do not warrant that the Premises and equipment are, fit, suitable, or adequate for the activity and all warranties able to be excluded by law are excluded.
- 14.2 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.

### 15. RULES

- 15.1 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 School or Premises;
  - (b) the preservation of good order in the School;
  - (c) the comfort of persons lawfully using the School;
  - (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 School.

### 16. ENTRY AND REMOVAL OF PERSONS

- 16.1 We may at any time—
- (a) refuse you or your employees, agents, visitors or invitees entry to the Premises;

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

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

### 17. DISPUTE RESOLUTION

- 17.1 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.
- 17.2 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 5 and Item 9.

### 18. COMPLIANCE WITH LAWS

- 18.1 You must comply with all relevant laws and the requirements of any statutory authority while using the Premises, including but not limited to a current “blue card” issued by the Commission for Children and Young People and Child Guardian which indicates that a person is eligible to work with children and young people in Queensland, pursuant to the *Commission for Children and Young People and Child Guardian Act 2000*.
- 18.2 You must provide documentary evidence of compliance with the requirements referred to in Clause 18.1.
- 18.3 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.
- 18.4 You acknowledge that you will prepare and lodge (at your cost) any development application required by the local government to allow you to use the Premises for the Permitted Use. You will comply with all conditions imposed by the local government in relation to the development application.

### 19. WAIVER

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

### 20. VARIATION

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

## PART 4 —STANDARD CONDITIONS

### 21. NOTICES

21.1 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;
- (c) if faxed, upon an apparently successful transmission being noted by the sender's facsimile machine.

21.2 The respective addresses for service of the parties are set out in Item 5 and Item 9.

### 22. 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.

### 23. P & C LIQUOR APPROVAL

23.1 You must apply for an appropriate liquor permit under the *Liquor Act 1992*, if liquor will be supplied or sold at the Premises.

23.2 No liquor is to be consumed, supplied, or sold at the Premises unless—

- (a) the activity is a social function;
- (b) you have answered Yes in Item 20;
- (c) we have approved that liquor may be consumed, supplied, or sold at the Premises; and
- (d) the P & C has agreed to—
  - (i) the social function being held on the Premises; and
  - (ii) liquor being consumed, supplied, or sold on the Premises in accordance with the any conditions notified to you.

23.3 We may request that you provide us with a copy of the permit obtained under clause 23.1.

### 24. PERSONAL INFORMATION

24.1 You must protect Personal Information

24.2 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.

24.3 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.

24.4 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;
- (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.

24.5 Deed of privacy

On our request you must obtain from your employees, officers or subcontractors engaged in relation to this agreement, an executed deed of privacy in a form acceptable to us.

24.6 Notice of breach

You must immediately notify us on becoming aware of any breach of this clause 24.  
In this clause 24:-

**“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.