

PART 2 —STANDARD CONDITIONS

1. MEANING OF WORDS

"Approvals"	all approvals, permissions, licences, certificates and consents required by any laws relating to your use of the Premises.
"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.
"GST"	has the same meaning as in <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
"Hire Fee"	the hire fee specified in Item 13.
"Outgoings"	means water, electricity, gas, telephone and telecommunications charges.
"Participants"	all persons participating in the activities set out in the Permitted Use.
"Permitted Use"	the use of the Premises as described in Item 15.
"Personnel"	your members, officers, employees, contractors, agents and all other persons authorised by you.
"Premises"	the land, buildings and facilities as described in Item 10 and as shown on the plan in Part 4 and the equipment identified in Item 17 which is to be licensed to you.
"School"	the School specified in Item 1.
"Security Bond"	the security bond specified in Item 14.
"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 - Standard Conditions;
 - Part 3 - Special Conditions;
 - Part 4 - Plan of School and Premises; and
 - The written approval referred to under clause 26.
- 2.2 If two or more persons are named in Item 6, 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 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; and

(c) a numbered item is a reference to the item with that number in Part 1.

- 2.4 The singular shall include the plural and vice versa.
- 2.5 Where the context permits, reference to you shall extend to your Personnel.
- 2.6 A term in Part 2 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 during the times specified in Item 16.
- 3.2 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 4 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.
- 3.6 You agree to conduct your activities at the Premises independently of us. You must not represent, or allow anyone else to represent that you or your activities are in any way operated, or endorsed, by us.
- 3.7 The parties agree that their relationship is of licensor and licensee of the Premises. This agreement does not create any joint venture or relationship of principal and agent between the parties.

4. HIRE FEE AND SECURITY BOND

- 4.1 You agree to pay us the Hire Fee in the manner directed by us.
- 4.2 The Hire Fee is inclusive of GST and Outgoings unless otherwise agreed in writing.
- 4.3 If a Security Bond is required in accordance with Item 14, you will pay us the Security Bond in the manner directed by us at the time you sign this agreement
- 4.4 We are entitled to use the Security Bond if you do not repair any damage to the Premises to our satisfaction and if we incur any additional costs and expenses due to your use or activities when using the Premises.
- 4.5 Subject to clause 4.4 we will return the Security Bond (or balance, if any) to you.

5. THINGS TO BE LEFT CLEAN AND TIDY

- 5.1 If you are responsible for cleaning the Premises in accordance with Item 18, you must at your cost and after each period of use, leave the Premises in a clean and tidy condition and in the same condition they were in prior to use.
- 5.2 At the termination or expiry of this agreement, you must at your cost, leave the Premises 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 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

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put the furniture and equipment back in its original position after each period of use and before the termination or expiry of this agreement.

5.5 You must not allow any accumulation of useless property or rubbish on the Premises.

5.6 You must not use our rubbish bins on the Premises without our consent.

6. MAINTENANCE & REPAIR

6.1 You must not cause or allow any damage to the Premises or the School.

6.2 You must advise us promptly of any damage to, or defective operation of, the Premises or any of our property (including, machinery, plant or equipment) upon the Premises.

6.3 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.

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

7. ASSIGNMENT

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 unless you are the School's P&C Association and you wish to conduct an activity (such as a fete, art show or similar activity) which is approved by us in writing.

8. ADVERTISING

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

8.2 You must not use advertising to promote the activity at the Premises without our written approval.

- 8.3 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; or
 - (c) is, in our opinion, objectionable.

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.

9.2 You will indemnify us, our employees, contractors 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; and
- (b) the charges that we decide if you use the Premises outside the times of use in Item 16.

10. INSURANCE

10.1 You must, take out and maintain at your cost, the following insurance -

(a) Public Liability

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.

(b) Workers' Compensation

A workers' compensation policy of insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*.

10.2 You must provide evidence of each policy of insurance to us before you sign this agreement.

10.3 Each policy of insurance must note our rights and interests in this agreement.

10.4 You must maintain each policy of insurance 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 any of the policies required in clause 10.1.

10.6 If in our opinion we decide a public liability policy of insurance or a workers' compensation insurance is not required, then we will notify you in writing, and clauses 10.1 to 10.5 will not apply, with respect to that insurance.

10.7 If in our opinion we decide to reduce the amount of public liability insurance required, then we will notify you in writing.

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 11.1, you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

11.3 Should there be no default by you at the date of termination and you comply with clause 11.2, any fees paid by you for the period beyond the termination date will be refunded to you.

11.4 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of termination of this agreement in accordance with clause 11.1.

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 cease to carry on business,

then we may immediately terminate this agreement.

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12.2 If this agreement is terminated pursuant to clause 12, then you must leave the Premises in the condition specified in clauses 5.2, 5.4 and 19.4 and return keys to us in accordance with clause 20.6.

12.3 Termination pursuant to clause 12 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.

13. WARRANTIES

13.1 We do not warrant that the Premises 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 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. SCHOOL POLICIES AND PROCEDURES

14.1 We may from time to time implement School policies, procedures and rules not inconsistent with or in derogation of your rights relating to -

- (a) the use, safety, care and cleanliness of the School and Premises;
- (b) the preservation of good order in the School and Premises;
- (c) the comfort of persons lawfully using the School and 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 School and Premises.

14.2 You must abide by all School policies, procedures and rules, as notified by us from time to time.

14.3 Without limiting clauses 14.1 and 14.2 you must -

- (a) not cause a nuisance, or interfere with the reasonable peace, comfort or privacy of other users of the Premises or School or neighbours of the School;
- (b) not use the Premises for any illegal purpose or in our opinion, objectionable purpose;
- (c) take all reasonable precautions to avoid fire and health hazards; and
- (d) ensure that you, your Personnel, Participants, invitees and visitors do not smoke at any time on the Premises, on School land or within 5 metres outside the boundary of the School.

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 School, we may -

- (a) refuse you or your Personnel, Participants, invitees or visitors entry to the Premises; or
- (b) direct you, or your Personnel, Participants, invitees or visitors to leave the Premises.

16. INJURY TO PERSONS

16.1 You are responsible for the supervision, control, conduct and health and safety of your Personnel, Participants, invitees and visitors on the Premises.

16.2 You must notify us immediately of any injury to any person occurring on the Premises while in use by you.

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 at your own cost, punctually comply with all relevant laws, regulations and the requirements of any statutory authority while using the Premises, and obtain, maintain and renew all Approvals during the term of this agreement.

18.2 You must ensure throughout the term of this agreement, that you and all your Personnel are appropriately qualified and trained and hold all current qualifications and certificates required in order to undertake their activities.

18.3 Without limitation to clause 18.1 and 18.2, you must at your own cost, ensure that throughout the term of this agreement, you comply with the *Working with Children (Risk Management and Screening) Act 2000* (the Act) and all Personnel required by the Act, hold a current and valid "blue card" issued pursuant to the Act which indicates that a person is eligible to work with children and young people in Queensland.

18.4 You must provide documentary evidence of compliance with the requirements referred to in clause 18.1, 18.2 and 18.3, before you sign this agreement and thereafter, as requested by us.

18.5 You must promptly notify us if you receive any notice, order or direction from any statutory authority regarding the breach of any laws or regulations relating to your use of the Premises.

18.6 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 statute, rule, regulation, local law or any other law in force from time to time in respect of the School and the Premises.

18.7 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.

19. YOUR PROPERTY

19.1 You may bring your property onto the Premises with our prior written consent.

19.2 You must ensure that property you bring onto the Premises are fit for use and comply with all relevant Australian Standards.

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19.3 You are responsible for the care, maintenance and repair of any property you bring onto the Premises.

19.4 At the termination or expiry of this agreement you must remove from the Premises all your property and any other things, including rubbish, you bring on to the Premises. You will fix any damage to our property caused by you when removing your property. After 30 days all your property left on the Premises will be deemed abandoned by you and will become our property. We may, in our discretion sell or otherwise dispose of your abandoned property at your cost.

20. ACCESS

20.1 You are responsible for locking and securing the Premises after each use. We will give you a key for each lock or the access code to gain access to the Premises.

20.2 You must at the end of each use -

- (a) close and lock all doors, windows and gates on the Premises and if required, activate any electronic alarm system; and
- (b) turn off all water taps, gas taps, lights, fans, air conditioners and other electrical equipment on the Premises.

20.3 You must not duplicate or provide keys and security codes to another person without our prior written consent.

20.4 You must ensure that the keys are stored securely when not in use.

20.5 You will on demand pay for the cost of replacing any locks or keys which are required to be replaced because you have lost the keys to the Premises.

20.6 You must return all keys to us on the termination or expiry of this agreement or if you do not return all keys to us, you will on demand pay for the cost of replacing any locks or keys to the Premises.

21. UNAVAILABILITY OF PREMISES

21.1 We reserve the right at any time, to immediately suspend or terminate this agreement in the event of:

- (a) an emergency or where we consider such action necessary for the safety of any person or property;
- (b) a federal, state or local election;
- (c) a community disaster where the Premises are required to provide disaster relief; or
- (d) where an essential school need arises requiring exclusive use of the Premises.

21.2 Should there be no default by you at the date of suspension or termination, any fees paid by you for the period of the suspension or for the period beyond the termination date, will be refunded to you.

21.3 No compensation, including compensation for loss of anticipated earnings will be paid to you in respect of suspension or termination of this agreement in accordance with clause 21.1.

22. WAIVER

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

23. VARIATION

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

24. NOTICES

24.1 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 (2) 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; and
- (d) if emailed, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.

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

24.3 During school holidays, any notice you give to us must be given to both contacts named in Item 5.

25. INTEREST ON UNPAID MONIES

You are to pay interest to us on any monies due and payable under this 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.

26. P & C LIQUOR APPROVAL

26.1 This clause 26 will only apply where liquor will be consumed, supplied or sold at the Premises.

26.2 If applicable, you must apply for an appropriate liquor permit under the *Liquor Act 1992*, (at your cost) before liquor is supplied or sold at the Premises for a social function.

26.3 You must obtain the approval from the Principal and Parents & Citizens' Association for -

- (a) the social function being held on the Premises; and
- (b) liquor being consumed, supplied, or sold on the Premises in accordance with any conditions notified to you.

26.4 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 19;
- (c) we have approved that liquor may be consumed, supplied, or sold at the Premises; and
- (d) the school Principal and Parents & Citizens' Association have provided approval under clause 26.3.

26.5 We may request that you provide us with a copy of the permit obtained under clause 26.2.

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27. GOVERNING LAW

This agreement will be governed by and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the courts of the State of Queensland.