



Royal Agricultural Society of the Northern Territory Inc.

Darwin Showgrounds & Exhibition Centre

PO Box 39600, Winnellie NT 0821

Ph: (08) 8984 3091

ABN.: 46 918 708 901

Fax: (08) 8984 3563

Licence Agreement for Hire of Facilities

(‘Licence’)

The Hirer seeks to hire from the Royal Agricultural Society of the Northern Territory Inc. ABN 46 918 708 901 (‘RASNT’) the Facilities and/or Services listed below on the terms and conditions set out in this Licence. Once executed by the Hirer and RASNT (the ‘Parties’) the Parties are bound by the terms of this Licence. **This document serves only as an Application by the Hirer until executed by the RASNT.**

TERMS AND CONDITIONS

1. Purpose and Period of Hire

- a) RASNT grants the Hirer a licence to occupy and use the Facilities during the Opening Times in the Period of Hire for the Purpose of Hire and on the terms and conditions set out in this Licence.

2. Facilities made Clean and Available

- a) RASNT shall make the Facilities available to the Hirer at the Start Time in a clean and tidy condition but subject to any pre-existing damage or defect to the Facilities.
- b) The Hirer shall keep and maintain the Facilities in a clean and tidy condition as reasonably practicable under the Purpose of Hire for the Period of Hire, and at the end of the Hire Period shall return the Facilities to the same clean and tidy condition as at the Start Time save for any part of the facilities which the Hirer elects to have cleaned by RASNT, on its behalf, in accordance with Schedule 2.
- c) The Hirer shall place all waste and garbage in waste receptacles. The Hirer remove all waste and garbage from RASNT’s premises unless the Hirer elects, in accordance with Schedule 2, to have garbage or waste removed by RASNT.
- d) RASNT shall be entitled to inspect the Facilities at any time during the Hire Period.

3. Indemnity & Insurance

- a) The Hirer shall forever release, indemnify and hold harmless RASNT and RASNT’s agents, members, staff and employees from and against all damage, loss, expense, cost (including legal cost on an indemnity basis) or liability of any nature in any way arising out of or in connection with this Licence, in any way arising from or connected with the relationship between the Hirer and RASNT, or in any way arising from or connected with use or occupation of RASNT’s premises by the Hirer whether or not in accordance with this Licence, and this release and indemnity shall extend to any damage, loss, expense, cost (including legal cost on an indemnity basis) or liability caused or contributed to by the negligence or default of RASNT.
- b) The Hirer shall hold valid and maintain current:
 - i) ‘public liability cover’ insurance policy (‘Policy’), with a reputable insurer indemnifying the Hirer for an amount of not less than \$10,000,000 per single event, covering all usual risks covered in a policy of public liability insurance including liability for injury or death of any third party’s, and loss damage or destruction of property of any third party (in this clause third party includes contractors, consultants and invitees of the Hirer);
 - ii) Insurance as it is required by law to hold under any statutory scheme of workers compensation insurance, including the *Workers Compensation and Rehabilitation Act* (NT); and



iii) Any other policies of insurance as reasonably required by the Hirer; and
the Hirer shall without delay provide copies of the insurance policies, referred to in this clause, and certificates of their currency to RASNT on request.

- c) RASNT shall not be liable to the Hirer for any:
- i) Valuables lost or stolen;
 - ii) Loss to any goods, furniture, equipment or thing of any kind;
 - iii) Fault or failure that might occur in the electrical supply, air-conditioning or in the lighting; or
 - iv) Anything whatsoever for which the Hirer releases or indemnifies RASNT under this Licence.

4. Repair of Damage

- a) If by its act or omission the Hirer, its agent, employee or invitee causes any damage, destruction or loss of RASNT's property including but not limited to the Facilities then the Hirer shall be liable to carry out such repairs or replacements as required to make good the damage, loss or destruction at the cost of the Hirer, or RASNT may elect to carry out such repairs or replacements in which event the cost of so doing shall immediately become a debt due by the Hirer to RASNT payable on demand.

5. Security Deposit

- a) The Hirer is to pay the Security Deposit to RASNT or before the Start Time.
- b) RASNT will refund the Security Deposit to the Hirer within 14 days after the End Time PROVIDING that no damage has been caused to the Facilities, the Facilities have been vacated at or before the End Time in a clean and tidy condition and the Hirer has paid RASNT all monies due and payable under this Licence. All or part of the Security Deposit may otherwise be applied by RASNT to repair damage, clean the Facilities, bring remedy to any breach of the Licence by the Hirer or to pay any amount due and payable to RASNT by the Hirer.

6. Payment of the Hire Fees

- a) The Hirer is to pay in full the amount of the Hire Fees listed at item 5 of Schedule 1 on or before the Start Time. Any charges which are based on level of consumption or cannot be calculated before the Start Time shall be paid by the Hirer on demand once they are able to be calculated by RASNT. The Hirer shall immediately upon demand pay RASNT for any Facilities utilised or Services received, in addition to those referred to in item 5, at the rates referred to in Schedule 2.
- b) Unless specified otherwise all amounts referred to in item 5 of Schedule 1 and in Schedule 2 are inclusive of goods and services tax (GST). If any Facilities or Services are provided on the basis that charges are to be exclusive of GST then the Hirer shall pay the amount of any GST on those charges at the same time they become due and payable.

7. Schedule 2 Fees

- a) The Hirer shall specify those Facilities and Services it will hire and utilise by inserting the relevant details in Schedule 2.
- b) If not indicated in Schedule 2 then it will be accepted by all parties that the Hirer shall pay RASNT for cleaning of toilets and rubbish removal at the rates set out in Schedule 2.
- c) The Hirer shall pay RASNT for any Facilities used or Services received by it, at the rates provided for in Schedule 2, notwithstanding that use of those Facilities or receipt of those Services is not provided for in item 5 of Schedule 1 or in Schedule 2.
- d) Any electricity usage which is to be charged based on metering shall be charged at the rates charged by RASNT's electricity supplier for electricity.

8. Confirmation of Booking

- a) The execution of the Licence by all Parties confirms the booking of the Facilities and this Licence comes into effect from the date it is executed by all Parties.



- b) RASNT has no obligation to the Hirer until the Licence is executed by all Parties.

9. Prohibited Goods and Items

- a) Without written consent from RASNT, the Hirer its agents, employees or invitees must not bring or allow the following into the Facilities or to RASNT's property generally:
- i) Any devices to cause excessive noise;
 - ii) Firearms, pyrotechnics, explosives, inflammable liquids or hazardous materials;
 - iii) Drugs or alcoholic beverages (whether for sale or supply);
 - iv) Smoke machines, misters, dry ice or any other atmospheric altering devices;
 - v) Confetti, powder dust, glitter and other dispersible products; or
 - vi) Any machinery or item to cause damage by weight, size or vibration.

10. Northern Territory Law & Rules of Hire

- a) The Hirer shall, in relation to the Hire of the Facilities, comply with:-
- i) All relevant laws and legal requirements applying in the Northern Territory including any restrictions and bans on smoking; and
 - ii) Any rules of hire as notified by RASNT to it from time to time.

11. Cancellation

- a) RASNT shall, without incurring any liability to the Hirer, be entitled to cancel or suspend this Licence at any time if the Hirer is in default of any obligation under this Licence or if it is reasonably necessary for it to do so due to its reasonable operational requirements, or in order for it to ensure the efficient operation of its business activities.

12. Parking

- a) The Hirer shall ensure all vehicles brought by the Hirer onto RASNT's premises are parked exclusively in parking areas designated by RASNT.

13. Other Duties of the Hirer

- a) The Hirer shall:
- i) Obey all visual instruction and signs displayed in and around RASNT's grounds or buildings during the Period of Hire;
 - ii) Be responsible for the careful supervision and control of all persons, vehicles and the Facilities during the Period of Hire;
 - iii) Be responsible for insuring its employees, contractors or invitees comply with the terms of this Licence in all respects.
 - iv) Ensure that all persons attending the Facilities are restricted to access only the Facilities and not to access any unauthorised areas; and
 - v) Bring all goods and equipment to and from the Facilities with due caution and care and within the Period of Hire or otherwise at times as agreed by the Parties.
- b) The Hirer shall NOT:
- i) Erect or fix banners, signs or posters to any surface of RASNT's property without advance approval from the RASNT; or
 - ii) Cover or obscure banners, signs or posters belonging to or authorised by RASNT.

14. Late Payment

- a) Interest shall accrue on any amount due but unpaid by the Hirer to RASNT under this Licence for a period of more than 7 days at the rate of 10% per annum calculated daily and capitalised on the first day of each month.

15. Nature & Construction of Licence



- a) The Licence forms a binding agreement and entire understanding between the Parties.
- b) The Licence is a licence to hire and does not create for the Hirer a lease, rental or any other interest or title in the Facilities or any other part of RASNT's property.
- c) Unless the context requires otherwise any definitions or terms in Schedule 1 which are referred to in these Terms and Conditions shall have the same meaning as in Schedule 1, and references to any item mean an item in Schedule 1.
- d) References in this Licence to the plural shall include the singular and vice versa and any gender references shall be taken to include any other gender.
- e) All references to the Hirer shall be taken to include its employees, contractors, subcontractors, consultants and invitees.
- f) Including and like references are to be taken as for clarification only and not as limiting any more general provisions.
- g) No part of this Licence shall be construed to the disadvantage of any party because it was responsible for drafting or proposing it.
- h) If any part of this Licence is found by any court of competent jurisdiction to be unenforceable it will be severed from the remainder to the intent that this Licence is to be enforceable to the maximum extent permitted by law.
- i) Where any party is comprised by more than one entity or person they shall be jointly and severally liable for all of the obligations of that party in this Licence.
- j) This Licence is to be construed in accordance with the law applying in the Northern Territory.



SCHEDULE 1

1. THE HIRER

Organisation ('Hirer'):	
A.B.N.:	
Contact Person:	
Facsimile:	
Address:	
Phone:	
Email:	

2. FACILITIES / SERVICES

a. FACILITIES

Name and description of facilities for hire under the Licence (include area and type of facilities - eg. stall, open area, pavilion):

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b. SERVICES

Ancillary services to be provided by the RASNT (no services are provided unless shown here):

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3. PURPOSE OF HIRE

Description of activities of use of the Facilities under the Licence ('Purpose of Hire'):

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4. PERIOD OF HIRE

Time and Date of Start of Hire ('Start Time'):		Time and Date of End of Hire ('End Time'):	
Period of Hire (days / hours)	/	Opening Times:	
Other Notes on Period of Hire			



5. HIRE FEES

Fees for Hire of Facilities:	<input type="text"/>	Other Fees:	<input type="text"/>
Fees for Services:	<input type="text"/>		
Miscellaneous Fees:	<input type="text"/>		
TOTAL FEES:	<input type="text"/>		
(fees are inclusive of GST unless stated otherwise)			

6. SECURITY DEPOSIT

Amount:	<input type="text"/>
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SCHEDULE 2

Building / Area Charges

- | | |
|-------------------------|--|
| FOSKEY PAVILION | <input type="checkbox"/> \$1990.00 per day with air-conditioning
<input type="checkbox"/> \$ 990.00 per day without air-conditioning |
| CONF. /MEETING ROOM | <input type="checkbox"/> \$280.00 per day (air-conditioned). No equipment supplied. (i.e. Fax, phone, photocopier etc.) Telephone connection if required is your responsibility. |
| COMMERCIAL HALL | <input type="checkbox"/> to be negotiated (includes lights and ceiling fans) |
| AREA S (grass area) | <input type="checkbox"/> \$300.00 per day (does not include electricity) |
| SIDESHOW AREA | <input type="checkbox"/> to be negotiated |
| OTHER AREAS | <input type="checkbox"/> to be negotiated |
| TRADE SHOWS ONLY | |
| FREE SET-UP | <input type="checkbox"/> ONE FREE DAY prior to the Event ONLY (no aircon.) |
| FREE PULL-DOWN | <input type="checkbox"/> ONE FREE DAY after the Event ONLY (no aircon.) |
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Additional Charges

- | | |
|---------------------|--|
| ELECTRICITY CHARGES | <input type="checkbox"/> \$330.00 per day Foskey Pavilion use of RASNT Power Box |
| TRADE SHOWS ONLY | <input type="checkbox"/> Electricity Charges for Foskey Pavilion - Meters will be read before and after event and charged accordingly.
<input type="checkbox"/> \$22.00 per day per Stallholder – Electricity inside Rotary Hall
<input type="checkbox"/> \$16.50 per day per Stallholder – Electricity Inside Commercial Hall
<input type="checkbox"/> \$27.50 per day per Food Stall – Electricity for Cooking in Area S (grass area between Foskey & Commercial) |
| CLEANING OF TOILETS | <input type="checkbox"/> \$220.00 per clean Ground Floor Foskey Pavilion
<input type="checkbox"/> \$90.00 per clean First Floor Foskey Pavilion
<input type="checkbox"/> \$200.00 per clean Members Toilets/Change rooms
<input type="checkbox"/> \$150.00 per clean White Rotary Toilets/Change rooms
<input type="checkbox"/> Client to Organise themselves (copy of receipt to be presented or cleaned to the satisfaction of RASNT) |
| RUBBISH REMOVAL | <input type="checkbox"/> \$165.00 per 3m bin per Clearance – RASNT to organise
<input type="checkbox"/> \$440.00 per 12 m bin per clearance – RASNT to organise
<input type="checkbox"/> \$6.00 per Wheelie Bin – RASNT to organise |



- Client to Organise themselves

SWEEPING OF FLOORS

- \$220.00 RASNT to Sweep Ground Floor Foskey Pavilion
- \$750.00 Mechanical Floor Scrub – Ground Floor Foskey
- \$450.00 Mechanical Floor Scrub – First Floor Foskey
- \$220.00 RASNT to Sweep Rotary Hall or Commercial Hall
- Client to Organise themselves (copy of receipt to be presented or cleaned to the satisfaction of RASNT)

Please note hire costs may be negotiable depending on requirements. Prices are subject to change.
Above prices include 10% GST.



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Oval Charges

- MAIN OVAL
- \$220.00 per day School Groups (day usage only)
 - \$330.00 per day (Full day – without Lights)
 - \$690.00 per day and night includes lights
 - Lights per hour as listed below.
- CANTEEN
- \$88.00 per day

Oval Lighting Charges

Lighting oval is in four stages/levels of intensity

Stage 1	3 Floodlights per tower - Use for training no contact	\$66.00 per hour
Stage 2	6 Floodlights per tower - Use for training including low contact.....	\$77.00 per hour
Stage 3	9 Floodlights per tower - Use for competition/training match/practice.....	\$99.00 per hour
Stage 4	12 Floodlights per tower - Use for highest level competition	\$125.00 per hour

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- CLEANING OF TOILETS
- \$125.00 per clean Members Toilets/Change rooms
Includes re-stocking of toilet paper and hand towels
 - \$125.00 per clean White Rotary Toilets/Change rooms
Includes re-stocking of toilet paper and hand towels

NOTE: Members toilets are best suited for competitors and White Rotary Toilets are best suited for spectators.

***Please note hire costs may be negotiable depending on requirements.
Above prices include GST.***



EXECUTED AS AN AGREEMENT

Signed for and on behalf of the
HIRER in the presence of:

}
}
}
}

.....

(Signature)

.....

(Witness Name)

.....

(Print Name)

.....

(Witness Signature)

.....

(Position with Hirer)

Date: / / .

Signed for and on behalf of the
RASNT in the presence of:

}
}
}
}

.....

(Signature)

.....

(Witness Name)

.....

(Print Name)

.....

(Witness Signature)

.....

(Position with RASNT)

Date: / / .