



GST and Hall Hire

July 2006

This policy applies to Hall Hire.

Other hiring of Group equipment is done by the group with no GST applicable

Refer to **H1 Hire of Equipment** form for more details on equipment hire

Where a Scout Group hires out a hall to end users it is doing so on behalf of the Branch which is registered for GST. GST must therefore be charged by the Scout Group and remitted by the Branch to the ATO in the Business Activity Statement

What your requirements are as a Scout Group

- * 10% will need to be charged on top of your normal hire fee eg if you currently charge \$100 per week for the hire, the new fee will be \$100 + 10% per week.
- * ***A tax invoice will need to be issued to each hirer.*** I am happy to work with you for issuing of tax invoices. Please call me at HQ on 8130 6000 and I can arrange for the invoice to be generated for you.
- * The GST component of your hire fee will need to be forwarded to Scout HQ using **P4 GST Remittance Advice** form available on ERICA or from Scout HQ.
Please send these payments in as regularly as you can



Tax Invoices

A tax invoice must be issued by the Scout Group to the hirer. Where the entity hiring the hall is a business it will be entitled to claim an input tax credit for the GST paid.



Hire Agreements

It is imperative that all hirers of your hall complete a hire agreement (either **P1** or **P2**). Should the hirer not wish to do so, then you must not hire out your hall.

The hirer must produce their own public liability policy, or the hall cannot be hired under any circumstance



I am happy to work with you on all aspects of this process.

Grant Fergusson

Property Manager, Scouts Australia (SA Branch)

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Property Hire Agreement (Short Term)

P2
July 2006

Instructions for Use

The Property Hire Agreement (Short Term) is a hire agreement to be used for hire periods of less than 30 days.

Hire Details

This agreement is between

			on behalf of Scouts Australia (SA Branch) ("Scouts")		
and		of			(the "Hirer")

over those parts of the Premises located at

Address of Hall / Campsite (the "Premises")	

Dates of Hiring	from		to	
	Times of Hiring	Monday	to	
		Tuesday	to	
		Wednesday	to	
		Thursday	to	
		Friday	to	
		Saturday	to	
		Sunday	to	

Hire Fee		GST	
Key Deposit		Bond	
TOTAL			

Agreement

I hereby agree to abide by the Terms and Special Conditions of this Property Hire Agreement as listed on the reverse of this document

Hirer			
Name		Date	
Signature			

Name of Witness		Date	
Witness Signature			

Signed on behalf of Scouts Australia (SA Branch)

Scout Group			
Name		Date	
Signature			

Name of Witness		Date	
Witness Signature			

Hire Conditions

1. **The hire fee referred to above, together with the bond, must be paid at least 5 days in advance and you will be given a tax invoice for these amounts.**
2. In exchange for this payment you will be allowed to use the Hall floor space, toilets, kitchen and normal Hall furnishings or such areas of the Campsite as are designated, as the case may be, during the period when the license applies.
3. You must keep the Premises clean and tidy, and in good repair and condition, and leave the Premises that way at the end of each time of hiring.
4. If any damage occurs to any of the Scouts' equipment or to the Premises, through your use of the Premises, or the removal of any of your fixtures, plant or equipment, you must pay the Scouts promptly the cost of any repairs, or replacement, and reimburse the Scouts for any other loss, or you may forfeit your bond.
5. You must not allow anything to be done which might be a nuisance to, or damage the Property or the equipment of the Scouts, or the owners or occupiers of any other property in the neighbourhood, or which might adversely affect the insurance of the Property.
6. If you wish to have alcohol in the Property, you must first get the approval of the Scouts, and if relevant the local Council. You must also obtain any Liquor License permits that are necessary.
7. You must not interfere with the Premises, or interfere with or take any of the Scouts' equipment or property.
8. Scouts reserve the right to enter the Premises at reasonable times to check on activities being conducted.
9. When vacating the Premises, you must take all rubbish with you, clean everything used by you, and return everything to where you found it.
10. You must not permit anything to be done which the Scouts advise you may be in breach of the agreement between the Scouts and the owner of the Premises (if applicable)
11. If the Premises are to be used for dancing, the floor must be prepared appropriately. Before doing this, you must obtain approval from the Scouts, who may require you to return the floor to its original condition upon vacating the Premises.
12. You must cover and reimburse the Scouts for any losses they incur as result of you using the Premises, including any claim made against the Scouts by you, anyone connected with you, or anyone who attends the Premises as a result of your use of it.
13. **You must have Public Liability Insurance cover. The Scouts will not hire the hall unless proof of this has been cited.**
14. The Scouts may designate a particular area of the Property which is the only part you are entitled to use.
15. Either you or the Scouts may cancel this Property Hire Agreement by giving 48 hours notice. If less than 48 hours notice is given by **YOU**, the Scouts reserve the right to keep the bond. If less than 48 hours notice is given by the **Scouts** then the bond will be refunded less and cost of damages.
16. This Property Hire Agreement may be immediately cancelled by the Scouts if you breach any of the clauses in it and, if so cancelled, the Scouts may keep the hire fee and the bond.

The Hirer's attention is drawn to the special conditions below (if applicable)

Special Conditions

1. You understand and agree that this Property Hire Agreement is for the non-exclusive use of the Premises and under no circumstances is to be considered as a lease under the Retail and Commercial Leases Act, or any other act

2.

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