



ABADA-Capoeira Australia

HIRE AGREEMENT for STUDIO ABADÁ –Capoeira Australia – 54/330 Wattle Street Ultimo Sydney NSW 2007

(COMPLETE ALL RELEVANT SECTIONS)

To: **ABADÁ –Capoeira Australia info@abadacapoeira.com.au**

Date:.....

I,.....
of.....
representing the following organisation (if applicable).....
(hereafter referred to as the hirer) hereby applying for booking (or hiring) of the Studio
ABADÁ –Capoeira Australia:

Once Casually:

(day) (date of hire)
from a.m / p.m to a.m / p.m

For Regular Use:

(hire start date) (hire end date)

(day)
from a.m / p.m to a.m / p.m

(day)
from a.m / p.m to a.m / p.m

for the following type of function (full particulars)

.....

subject to the Conditions relating to hiring of the Studio. I understand that this hiring is also subject to the condition that any variation in the hiring charge determined by ABADÁ – Capoeira Australia subsequent to the date of this application, will apply to this booking (or hiring).

Number of persons attending:

Telephone Contact: Private..... Business:

Email: Mobile:

IDENTIFICATION:

Drivers Licence No:OR Passport No:

.....

Please note that keys are to be picked up the day of hire from Fabiano or alternately at an appropriate agreed upon time.

Signature of Applicant:

PRIVACY – Personal details requested on this form are being collected and will only be used for the purpose of processing your application. The supply of information by you is voluntary. If you cannot provide or do not wish to provide the information sought, ABADÁ –

Capoeira Australia may not be able to process your application. Access to the information is restricted to ABADÁ –Capoeira Australia

PLEASE READ FOLLOWING CONDITIONS THOROUGHLY

Completion and return of this Application does not guarantee the availability of the facility. Please contact Fabiano on 0408716264 to confirm your booking. Email your completed application form to info@abadacapoeira.com.au or return it to an authorised representative of ABADÁ –Capoeira Australia

CONDITIONS RELATING TO HIRING OF STUDIO ABADÁ –CAPOEIRA AUSTRALIA

1. In these conditions, the following words and expressions shall have the following meanings:
 1. “The/These Conditions” means the terms and conditions of hire contained herein. “The Studio” means the Studio and all equipment and fixtures and fittings therein. “The Hirer” means the person firm or company who or which has agreed to hire the Studio from ABADÁ –Capoeira Australia. “The Agreement” means the Agreement between ABADÁ –Capoeira Australia and the Hirer for the Hire of the Studio.
2. The Agreement is subject to these Conditions which supersede all previous communications representations and agreements whether written or oral. No additions or alterations to the Agreement or to the Conditions shall be binding unless previously agreed to in writing and signed by a duly authorised representative of ABADÁ –Capoeira Australia. These Conditions including any additions or alterations thereto carried out in accordance with the provisions of this paragraph shall alone govern the Agreement and all terms and conditions proposed by the Hirer are hereby excluded and do not form part of this Agreement.
3. Studio ABADÁ –Capoeira Australia is let only on the conditions set out herein and the payment by any person of any sum by way of fees for such Studio and the issue to any such person by or on behalf of ABADÁ –Capoeira Australia of any receipt for such sum shall be deemed to be acknowledgment and acceptance by such person of the conditions and stipulations contained herein including the provision that Studio ABADÁ –Capoeira Australia may vary the hiring charge subsequent to the date of this application and the hirer is bound to pay any increase in such charge
4. ABADÁ –Capoeira Australia expressly reserves the right in its absolute discretion to refuse to accept any engagement and ABADÁ –Capoeira Australia shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.
5. All engagements are accepted conditionally upon compliance by the hirer with requirements of the Local Government and any other relevant Act or Regulation. The hirer will be responsible for any claims legally payable for Copyright Fees or Performing Rights and undertakes to indemnify ABADÁ –Capoeira Australia in respect of any obligation or claims.
6. The hirer shall be responsible for the cost of making good any damage caused to the buildings, furniture or fittings arising out of and in the course of his or her engagement, reasonable wear and tear alone excepted.
7. Should it be deemed necessary, ABADÁ –Capoeira Australia may require the hirer to lodge a sufficient deposit that will compensate ABADÁ –Capoeira Australia against cost of cleaning any exceptional litter which may be occasional or in making good any damage caused or which might be anticipated and if such deposit is not lodged, ABADÁ

–Capoeira Australia may refuse to accept the engagement already made in terms of Clause 4.

- 8 The bringing into the Studio or Outside grounds or the use therein of chewing gum, fireworks or any other article deemed by ABADÁ –Capoeira Australia’s authorised officer to be objectionable or the placing or throwing of matches, cigarettes, cigars, etc. on furniture, fittings, floors or elsewhere than the receptacles provided is expressly prohibited.
- 9 **ALCOHOL AND ANIMALS SHALL NOT BE BROUGHT INTO THE PREMISES.** No animals are to be tethered outside the building.
- 10 Nails, screws or any other fastenings must not be driven into or attached in any way to walls, floors, furniture or fittings.
- 11 The hanging of streamers, flags, bunting or other decorations or the erection or placing of any structures will not be allowed unless with the permission of an authorised ABADÁ – Capoeira Australia Officer.
- 12 Any electrical equipment brought into the studio, ie. Cd player, heater, fan, needs to be currently tested and tagged to be used within the Studio.
- 13 The Studio and outside grounds must be left by the hirer in a reasonably clean condition and all goods, properties or materials brought in by the hirer or any person on his behalf must be removed from the premises before the time to which the Studio has been engaged, failing which they will not be released until a charge for handling and storage is paid.
- 14 No connection to or interference with the electrical installation or other properties, nor the use of any apparatus for broadcasting or otherwise, will be allowed without the permission of the authorised ABADÁ –Capoeira Australia Officer.
- 15 If all fees are not paid in full at least two (2) weeks prior to the proposed use, the tentative booking will be cancelled and the Studio may be re-let and ABADÁ –Capoeira Australia shall not be liable in any way for any loss or damage or otherwise in consequence of the exercise of this right.
- 16 **CANCELLED ENGAGEMENTS** – In the event of any cancelled booking of Studio ABADÁ –Capoeira Australia (1) months notice period will be required. Should any cancellation be made a refund of unused Studio Hire fees will be provided.
- 17 Equipment or furniture cannot be brought into the Studio without permission.
- 18 Equipment cannot be stored at the Studio without permission. Storage areas cannot be used without permission. Equipment stored with permission is at the hirer’s risk.
- 19 Hire of the Studio is only for the time period that is agreed to.
- 20 Incidents or damage must be reported to an authorised ABADÁ –Capoeira Australia Officer.
- 21 Hirer is responsible for all visitors to the Studio. If there are intruders, then you must call the Police.

- 22 **CLEANING.** Hirer must sweep the floor. Waste material must be removed.
- 23 The key is issued to the hirer. You cannot transfer to any other party. Lost or unreturned keys means that the Studio key system will be replaced and the hirer will be required to pay the costs incurred by the locksmiths to pay for the works.
- 24 No locks or locking devices can be used on the premises without the prior permission of an authorised ABADÁ –Capoeira Australia Officer.
- 25 **INSURANCE** Incorporated bodies, sporting clubs, associations of any kind or profit making/commercial activities will be required to have a current Public Liability Insurance policy. Cover must be for \$10,000,000, must be in the name of the hirer and must be sighted prior to any confirmation of a booking.
- 26 **Casual Hirers** (not covered by the above) if hiring exceeds 10 days over any 12 month period must have a Public Liability Insurance Policy.
- 27 Phone numbers and addresses for regular hirers must be kept current.
- 28 Children must be supervised by an Adult at ALL times.

2010/2011 Studio Hiring Fees for ABADÁ – Capoeira Australia – 54/330 Wattle Street

Price: \$25 p/h off peak, \$35 p/h peak and \$120 a night

Rubbish Removal Charge \$75.00 (One off rubbish removal fee payable if waste/rubbish is not removed by hirer within hours of hire agreement.

PAYMENTS

Pre-payment is required for all casual bookings.

At the discretion of ABADÁ –Capoeira Australia monthly invoicing may be arranged for regular bookings. The amount due for any given month must be paid before 30th of that month.

Applicants Signature: Date:
 Witness:..... Date:.....