

HIRE OF CHURCH PROPERTY – SHORT TERM HIRE AGREEMENT

Please choose one option:

- A:** Anglican Church Group
- B:** Personal / Individual
- C:** Non-Church group, company/business, etc

Hirer: Name: _____

Address: _____

Company/Organisation: _____

Telephone: _____

Email: _____

Nature of Hire or Use: _____

Owner: Melbourne Anglican Trust Corporation

Parish: St John's Anglican Church, Healesville

Parish Representative: Sandy Berthelsen (0419 506 784; admin@stjohnshealesville.org.au)

Description of Facility: St John's Hall, Kitchen, Toilets, and Backyard.

Date(s) of hiring **From:** ____/____/____ **Time:** _____am/pm

To: ____/____/____ **Time:** _____am/pm

Hiring Fee: \$25 per hour (minimum 2 hours)

Admin Fee: \$10

Bond: \$200 (The bond will be forfeited if conditions are not met)

Payment Options: CHQ CASH

DIRECT Transfer: BSB 633-000 Acct 189953441 St Johns Healesville.

I/we hereby confirm that I/we have read and fully understand and accept my/our responsibilities, as summarised below, in entering into this Hire Agreement.

Signed on behalf of Owner:

Date:

Signed on behalf of the Hirer:

Date:

OFFICE USE ONLY

Bond: \$200 Hire Fee: \$ _____ Admin Fee: \$10 Total Due: \$ _____

Paid: ____/____/____ Cash Cheque Direct Transfer

Keys collected: ____/____/____ Returned: ____/____/____

Insurance required: Yes No Sighted: ____/____/____

Liquor licence required: Yes No Sighted: ____/____/____

The Hirer agrees to the following conditions:

General:

1. The Parish Representative reserves the right to access all parts of the property to monitor events at any time to ensure they are consistent with Parish policies and values.
2. The Hirer will pay the hiring fee and bond in the manner and time agreed prior to the commencement of the hire period.
3. The Hirer is not to permit smoking within or around the facility.

Access:

4. Access to the facility cannot commence before the stated start time and must finish by the stated end time.
5. Evening functions should conclude by 11:00pm and the facility must be vacated by 12:00 midnight.
6. All lights, fans, heaters/air conditioners and other electrical equipment must be switched off before vacating the facility.
7. The Hirer will create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
8. Noise (music etc) must be contained within the requirements of municipal and government regulations.
9. The Hirer and guests are only to use the part of the facility hired. This does not extend to other areas unless by prior arrangement. It is the Hirer's responsibility to inform their guests of this requirement.
10. The Hirer undertakes not to remove anything owned by the Parish from the facility.
11. The Hirer agrees to lift (not drag) anything moved within the facility and to return it to its original position.
12. The Hirer agrees not to use any exhibits or decorations in the facility without the prior agreement of the Parish Representative.
13. The Hirer undertakes to secure all windows, doors and gates on vacating the facility.
14. The Hirer will return any keys to the Parish Representative in the manner and at the time agreed.
15. Subletting of the facility is not permitted.

Cleaning:

16. The whole facility must be left in a satisfactory and clean condition (including toilets, floors, kitchens, whiteboards and outside areas). A cleaning fee may be deducted from the bond if the facility is not left in the state it was found.
17. The Hirer agrees to place all rubbish in the outside bins or remove rubbish from the premises altogether if the bins are full.

Alcohol:

18. Under no circumstances shall alcohol be sold, unless a temporary liquor licence has been obtained from the Victorian Commission for Gambling and Liquor Regulation. This licence must be sighted by the Parish Representative before the Hire period commences.
19. Alcohol is not to be served to persons under 18 years of age.

Insurance:

20. For personal hire of the facility, Public Liability insurance of up to \$2,000,000 is in place. This relates to a person or an unincorporated group meeting for a purpose which is non-commercial, non-political, and not for a "cause/crusade", where the meeting is not open to the general public and the hirer does not already have a public liability policy. For example, a private birthday party, celebration, wedding reception.
21. For a club, company, government body or other group, the Hirer agrees to effect and keep in force public liability insurance cover at the Hirer's expense for an amount not less than \$10,000,000 which shall include the following extensions:
 - a. Liability for loss of or damage to property of the Owner
 - b. Indemnity for claims made against the Owner arising out of the negligence of the HirerThe Parish Representative must see evidence of this (a Certificate of Currency issued by the insurer) before the hire period commences.

Liability:

22. The Hirer will do no damage to the facility, its furniture and furnishings, accessories or environs and will report to the Parish within seven days any loss or damage to property and will pay for its repair or replacement.
23. The Hirer agrees to notify the Parish Representative of all injuries arising out of the Hirer's use of the facility within seven days of becoming aware of the injury.
24. Persons hiring or using buildings and other property of the Anglican Church accept responsibility for the safe custody of the property during the term of the hire or use. The Hirer indemnifies the Owner and the wardens and parish councillors of the Parish from and against all actions suits claims and demands of whatsoever nature arising out of or in any way touching or concerning the hiring of the facility.
25. The Owner is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer's use of the facility. The Hirer will release the Owner from any claim made against the Owner arising out of, and in connection with, or caused by, the Hirer's use of the facility.
26. The Owner will not be responsible for the acts or omissions of contractors engaged by the Hirer. The Owner requires that the Hirer ensures that all contractors (e.g. caterers) have public liability insurance.
27. The Hirer agrees not to carry out, in or about the facility any illegal activity.

Acknowledgement by Hirer

28. The Owner makes no guarantee or representation to the Hirer about the condition of the facility or its suitability for the Hirer's purpose. The Hirer acknowledges that they have inspected the facility and it is in such a condition at the date of commencement of the hiring as to render it completely suitable for the purpose for which the Hirer intends to use it.
29. The Owner accepts no responsibility for private property left at the facility.