

INDIVIDUAL / PERSONAL HIRE AGREEMENT

(♣ Personal hire for ♣ Personal use)

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. They are required to indemnify the Diocese for any liability arising from the hire and use of the buildings and/or other property.

I/we hereby confirm that I/we have read and fully understand and accept my/our responsibilities, as summarised above, in entering into this hire agreement.

I/we have arranged my/our own insurance (of a minimum of \$5m) to cover the liabilities listed above and to indemnify the Parish/Diocesan Entity and enclose evidence of this arrangement by way of Public Liability Certificate of Currency.

Or

I/we have purchased insurance via <https://anglicanhalls.com.au> and accept that this insurance is subject to an excess as per the policy documents emailed to me/us.

Tick one box only

Date of Hire **Nature of Hire/Use**

Signed by the Hirer **Date**

Name of Hirer (please print)

Parish/Diocesan Entity

♣ Personal means:

An Individual or Personal Hirer is defined as an individual or a group who enters into an agreement for use of a Church Hall/facility, where that individual or group is non-commercial, non-political and non "cause/crusade" related, is not involved in high risk or hazardous sports or activities, and the meeting is not open to the general public. Examples of such activities are:

- *A private birthday party, celebration, wedding reception*
- *Dance practice **not** associated with a dance school or lessons and no fees are charged*
- *Friends who want a venue to read plays/poetry etc (but **not** rehearsals for a show)*
- *Knitting groups who like to meet to compare work/ideas*
- *Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere)*
- *Informal support/self-help groups.*

NB Cover is not provided for incorporated bodies, sporting clubs or associations of any kind. These organisations MUST have, and provide evidence of, their own public liability insurance.

MEMORANDUM OF HIRE OF FACILITY

Owner Anglican Diocese of The Murray and/or Parish/Diocesan Entity

Hirer Name

Address

Parish / Diocesan Entity Facility

Parish / Diocesan Entity Representative

Description of Facility

Date(s) of hiring From: to:

Time of hiring From: to:

Hiring Fee \$

Obligations of the Hirer

1. To pay the hiring charges in the manner and time agreed.
2. To leave the facility in a satisfactory and clean condition (including any black/white boards).
3. To remove all rubbish.
4. Not to remove anything owned by the Parish from the facility.
5. To lift (not drag) anything moved within the facility and to return to its original position.
6. Not to use any exhibits or decorations in the facility without the prior agreement of the Parish Representative.
7. To do no damage to the facility, its furniture and furnishings, accessories or environs and to report to the Parish any loss of damage to property and to pay for its repair or replacement.
8. Not to permit smoking within the facility.
9. To switch off all lights, fans, heaters/air conditioners and other electrical equipment before vacating the facility.
10. To secure windows and doors on vacating the facility.
11. To return any keys to the Parish in the manner and at the time agreed.
12. To effect and keep in force public liability insurance cover with an Insurer acceptable to the Owner at the Hirer's expense for an amount not less than \$5,000,000 which shall include the following extensions :-
 - Liability for loss of or damage to property of the Owner
 - Indemnity for claims made against the Owner arising out of the negligence of the Hirer and to produce to the Parish Representative evidence thereof.

13. Evening functions should conclude by 12:00 midnight and the premises must be vacated by 1:00 am.
14. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
15. Not to carry out in or about the facility any illegal activity.

Acknowledgement by Hirer

The Hirer acknowledges that the facility 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.

Indemnity

The Hirer hereby 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.

Signed on behalf of the Owner

Signed on behalf of the Hirer

Date:

OPTIONAL CLAUSES

Not to permit the parking of vehicles in the Church driveways at any time.

Not to enter or permit any person to enter any area other than the facility which is the subject of this agreement.

The Hirer shall, at their own expense, and/or when directed by the Parish Representative, arrange for police attendance.

Not to permit barrels or drums for the storage of ice in the facility.

Not to move Pianos without prior agreement of the Parish.

To ensure that any stage or the rear thereof shall be out of bounds and any stage curtains may be used only by prior agreement with the Parish.

Not allow amplification of music unless the Parish Representative grants special written permission. If such permission is given, the volume will be kept to acceptable levels in accordance with the Environmental Protection Act. All music must be turned down by 11:00 pm and turned off by 1:00 am. Note that under this Act, if police are called out regarding noise levels on the second occasion they will impose a fine.

Not to sell liquor on the premises. The Hirer is reminded that it is an offence to serve liquor to minors.

The Hirer shall deposit the sum of \$_____ as a guarantee of fulfilment of all terms and conditions, and as security against damage or extra cleaning. The Hirer shall be liable to pay any further amount in excess of such bond on demand by the Parish to meet the full cost of such damage or extra cleaning. Should the Hirer not fulfil the terms and conditions then the bond shall be forfeited. If there is no breach of conditions, damage or extra cleaning costs the bond shall be returned.

Bond monies may be forfeited unless written advice of cancellation of booking is received two weeks prior to booking date.

If the Parish Representative, or any Officer of the Parish deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.

To respect the rights of residents in the area of the facility. All guests are to be instructed to disperse quickly, quietly and with respect for the residents when leaving. Any complaints from the residents may result in the bond being forfeited.