

DIOCESE OF THE MURRAY - PERSONAL HALL HIRE AGREEMENT

(♣Personal hire for ♣Personal use)

Persons hiring or using buildings & other property of the Parish/Diocesan Entity accept responsibility for the safe custody of the property during the term of the hire or use. They are required to indemnify the Parish/Diocesan Entity for any liability arising from the hire & use of the buildings &/or other property.

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

I/we have arranged my/our own insurance to cover the liabilities listed above & to indemnify the Parish/Diocesan Entity & enclose evidence of this arrangement by way of Public Liability Certificate of Currency.

Or

I/we request that the Parish/Diocesan Entity arrange insurance to cover these liabilities to \$2,000,000 & I/we agree to pay the premium calculated at \$25.00 per day/\$..... per year. I/we accept that this insurance is subject to payment by me/us of the first \$250.00 for any property damage.

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:**

*The hirer is a person or an unincorporated group meeting for a non-commercial, non-political, non-“cause/crusade” purpose where the meeting is not open to the general public & the hirer does not have a public liability policy. **Examples of acceptable activities are:***

- *A private birthday party, celebration, wedding reception*
- *Dance practice **not** associated with a dance school or lessons & 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*

DIOCESE OF THE MURRAY - MEMORANDUM OF HIRE OF FACILITY

Owner: Anglican Diocese of The Murray &/or Parish/Diocesan Entity

Hirer Name:

Address:

Parish/Diocesan Entity Facility:

Parish/Diocesan Entity Representative:

Description of Facility:

Date(s) of hiring from: _____ to: _____

Hiring Fee: \$ _____

Obligations of the Hirer:

1. To pay the hiring charges in the manner & time agreed.
 2. To leave the facility in a satisfactory & clean condition (including any black/white boards).
 3. To remove all rubbish.
 4. Not to remove anything owned by the Parish/Diocesan Entity from the facility.
 5. To lift (**not drag**) anything moved within the facility & to return to its original position.
 6. Not to use any exhibits or decorations in the facility without the prior agreement of the Parish/Diocesan Entity Representative.
 7. To do no damage to the facility, its furniture & furnishings, accessories or environs & to report to the Parish/Diocesan Entity any loss of damage to property & 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 & other electrical equipment before vacating the facility.
 10. To secure windows & doors on vacating the facility.
 11. To return any keys to the Parish/Diocesan Entity in the manner agreed.
 12. To effect & 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& to produce to the Parish/Diocesan Entity Representative evidence thereof in the form of a current Public Liability Certificate of Currency.
- Evening functions should conclude by 12:00 midnight & the premises vacated by 1:00 am.

13. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.

14. 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 & the wardens & parish councillors of the Parish/Diocesan Entity from & against all actions, suits claims & demands of whatsoever nature arising out of or in any way concerning the hiring of the facility.

Signed on behalf of the Owner

Signed on behalf of the Hirer

Date:

DIOCESE OF THE MURRAY - LICENCE AGREEMENT/ OPTIONAL CLAUSES

Not to permit the parking of vehicles in the Parish/Diocesan Entity 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, &/or when directed by the Parish/Diocesan Entity 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/Diocesan Entity.

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

Not allow amplification of music unless the Parish/Diocesan Entity 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 & conditions, & 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/Diocesan Entity to meet the full cost of such damage or extra cleaning. Should the Hirer not fulfil the terms & 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/Diocesan Entity Representative or Officer 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 & with respect for the residents when leaving. Any complaints from the residents may result in the bond being forfeited.