



HIRE OF CHURCH PROPERTY

Anglican Diocese of Bunbury

INFORMATION

As active members of our Community requests to use Church property should be welcomed. It is prudent to ensure those seeking to use/hire church property are aware of the care, expectations and responsibilities this entails.

THIS FORM IS TO BE USED FOR ALL HIRING OF BUILDINGS OTHER THAN PARISH SERVICES OR EVENTS

Proposed User	Action
Community Organisation, Club, Company, School, Government Body or other group	<p>Please complete the attached Property Hire Agreement. You may wish to include additional clauses / conditions.</p> <p>Public Liability Insurance policy in the name of the Organisation, not less than \$10million limit of liability current for the period of Hire to be evidenced by Certificate of Currency on file prior to commencement of the hire.</p>
Personal or Individual Hirer (for personal use / hire e.g. Birthday Party and family celebrations)	<p>Please complete the attached Property Hire Agreement included in this document. In doing so, the expectations of the Parish are clear and the Hirer acknowledges their responsibility in ensuring that the property is left as it was found.</p> <p>All hirers are required to have Public Liability Insurance (minimum \$5,000,000) legal liability for property damage or personal injury. If the Hirer does not have this existing cover, it can be obtained directly from www.anglicanhalls.com.au A copy of the Certificate of Currency must be provided along with this form.</p> <p>A Personal or Individual Hirer is 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. Examples of such activities are:</p> <ul style="list-style-type: none"> • A private birthday party, celebration, wedding reception • Dance practice not associated with a dance school or lessons and no fees are charged • Friend or unincorporated community groups but not incorporated groups, committees or councils • Informal Craft/hobby group or common interest groups or the like • Musicians using premises for non-commercial purposes • Informal support/self-help groups
Anglican Church Groups (this Diocese)	<p>Approved Parish activities should be recorded in the Parish Council minutes of a meeting as an authorised activity of the Parish. No hire agreement is required, however an Activity Risk Assessment must be completed.</p> <p>Use of Church Property by another Anglican Parish (within this Diocese) should be recorded WITH A PROPERTY HIRE AGREEMENT so that Conditions of Use are agreed. A hire fee may be applied at the discretion of the Parish. Public Liability insurance must be arranged through AIRS using the www.anglicanhalls.com.au website link.</p> <p>For Anglican Parishes outside of this Diocese, please complete the Property Hire Agreement and provide a copy of the insurance cover. These arrangements may differ between Diocese.</p>
For multiple times / long terms or indefinite use	<p>Please refer to the Diocese. Such arrangements may require a Licence or Lease Agreement.</p> <p>admin@bunbury.org.au</p> <p>Property Administration 9721 2100 Option 1</p>

PROPERTY HIRE AGREEMENT

Parish name	And The Bunbury Diocesan Trustees (the Owner)
Parish representative	
Contact No	
Email	
Booking officer	
Description of facility	

Hirer name	
Hirer's representative	
Contact No	
Address	
Email	

Nature of hire / use of facility	
Date(s) of hiring	
Start time	
Finish time	
Expected number of attendees	
Agreed hiring fee	

CONDITIONS OF HIRE / USE

- 1 The right to accept or refuse an application to hire is at the discretion of the booking officer.
- 2 Charges for the use of the facility must be paid at the time of the application or, in the case of ongoing bookings, by arrangement with the booking officer.
- 3 In the event that an application is rejected, all money paid will be refunded.

CANCELLATION

- 4 The hirer may cancel the booking by written notice to the booking officer, at any time before the date of hire.
- 5 The booking officer may cancel the booking by written notice to the hirer at any time before the date of the hire if the booking officer becomes aware that any event, good or service proposed to be held or provided by the hirer is, in the reasonable opinion of the booking officer, objectionable, dangerous, is prohibited by law or is otherwise not in keeping with the values or ethos of the Parish.
- 6 In the event of cancellation under clauses 4 or 5, all money paid will be refunded to the hirer, less a pre-determined cancellation fee of \$ _____.

HIRER'S RESPONSIBILITIES

- 7 The Hirer is responsible to ensure that all Covid 19 State or Federal government mandates are followed including but not limited to:
 - number of attendees (limits and compliance)
 - the recording of attendees* / QR code check-in / manual attendees list
 - vaccination status
 - mask wearing
 - distance managing
- 8 Please check the COVID-19 coronavirus (www.wa.gov.au) website
- 9 The hirer must not do or allow to be done, anything that does or may cause damage.
- 10 The hirer must pay a bond of \$ _____ to the booking officer on approval of the application.
- 11 The bond will be refunded in full provided that no damage occurs to the facility, and the facility and surrounding property is left clean and tidy.
- 12 The hirer must follow all directions given by the booking officer and is responsible for the overall supervision of the event and compliance with all laws and regulations that apply to the event.
- 13 Items are not to be attached to walls, floors, curtains or any part of the buildings without the prior written permission of the booking officer.
- 14 The hirer is responsible for the repair or replacement of any damage caused and the bond may be applied towards that cost. Should any damage occur, the booking officer's assessment of the issue will be final.
- 15 If the hirer loses keys, and replacement keys or locks are required, this cost will be the responsibility of the hirer and may be deducted from the bond.
- 16 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.
- 17 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.

DISPUTES

18 If any disputes arise, the decision of the Parish will be final.

CONDITION OF THE FACILITY

- 19 Neither the Parish nor The Bunbury Diocesan Trustees make any guarantee to the hirer about the condition of the facility, or its suitability for the hirer's purpose.
- 20 The hirer acknowledges that an inspection of the facility has been undertaken, or is not deemed necessary by the hirer, and confirms that it is suitable for the hirer's purpose.
- 21 The facility must be left in the same condition as the hirer found it noting:
- chairs are to be stacked neatly
 - all external doors are to be locked
 - The hirer must switch off all lights, fans, heaters, air conditioners and other electrical equipment (other than cool rooms or refrigerators – see clause 33(d)).
 - all rubbish is to be removed
 - toilets are to be cleaned and swept

USE OF THE FACILITY

- 22 The use of the facility is at the risk of the hirer at all times.
- 23 Neither the Parish nor The Bunbury Diocesan Trustees will be responsible for the acts or omissions of contractors engaged by the hirer. The hirer must ensure that all contractors have public liability insurance.
- 24 No sales of any kind are permitted without the prior written approval of the booking officer.
- 25 Subletting of the facility is not permitted.
- 26 People authorised by the booking officer will at all times be entitled to free access to all parts of the facility.
- 27 The hirer is aware that the facility is within or near a residential area and the hirer must ensure that all people attending the facility refrain from any behaviour which could be reasonably interpreted as disturbing the neighbours or infringing on a person's property and/or rights.
- 28 The hirer of the facility and guests are only entitled to access the facility and any approved associated elements hired. This does not extend to any other Parish property.
- 29 The hirer must ensure that guests park only in the designated carpark or on the street. Parking on lawns or nature strips is not permitted.
- 30 Neither the Parish nor The Bunbury Diocesan Trustees, accept any responsibility for private property left in the facility.
- 31 The Hirer agrees not to carry out, in or about the facility any illegal activity.

USE OF THE KITCHEN

- 32 If kitchen facilities are included in the hire, the hirer must ensure that:
- (a) all appliances (including kitchen) are left clean and tidy,
 - (b) no food or drink is left in the facility,
 - (c) the cool room and refrigerator(s) are left switched on.

ACTIVITIES AND ENTERTAINMENT

- 33 Details of activities and entertainment must be included in the application.
- 34 Activities or entertainment not aligned with the values or ethos of the Parish will not be permitted.
- 35 The hirer must ensure that noise is contained within the requirements of local government regulations.
- 36 The hirer must obtain any necessary permits from relevant authorities.

ALCOHOL

- 37 Alcohol must not be served at an event without the written consent of the booking officer. The booking officer may withhold such consent at his/her absolute discretion.
- 38 Alcohol must not be sold until approval has been given by the booking officer. The booking officer will not approve the sale of alcohol until the hirer provides evidence that the appropriate liquor permit has been obtained.
- 39 Normal alcohol regulations apply. Alcohol must not be served to guests under 18 years of age.

SMOKING

- 40 Smoking is not permitted in any part of the facility.

INSURANCE

- 41 The hirer accepts responsibility for the safe custody of the property during the term of the hire or use. The hirer indemnifies The Bunbury Diocesan Trustees for any liability arising from the hire and use of the buildings and other property.
- 42 Personal hirers may no longer access the Hall Hirers Public Liability Policy through the Bunbury Diocese.

Non-personal hirers must provide, at least three days prior to the hire, evidence of current public liability insurance for not less than \$10 million covering any damage to the hired property or any legal liability that may arise from the use of the hired property.
- 43

Tick the below box in relation to insurance.

44

I/we have arranged my/our insurances to cover the liabilities listed above and to indemnify The Bunbury Diocesan Trustees. A copy of Insurance cover has been provided along with this form.

- 45 The hirer confirms that I/we have read and fully understand and accept my/our responsibilities in entering into this hiring agreement.

Signed on behalf of the Parish

.....
Signature of authorised representative

.....
Date

Signed on behalf of the Hirer

.....
Signature of authorised representative

.....
Date