

**ANGLICAN DIOCESE OF BUNBURY - CHURCH HIRE AGREEMENT**

(♣Personal hire for ♣Personal use)

Persons hiring or using buildings and other property of The Bunbury Diocesan Trustees accept responsibility for the safe custody of the property during the term of the hire or use. They are required to indemnify the Diocesan Entity for any liability arising from the hire and use of the following buildings and property:

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

I/we have arranged my/our own insurance 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 request that the Parish/Diocesan Entity arrange insurance to cover these liabilities to \$10,000,000 & 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 \$500.00 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 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 and the hirer does not have a public liability policy. **Acceptable activities are:***

- *A wedding, baptism or funeral service*
- *Occasional Church services*
- *Friends who want a venue to read plays/poetry etc (but **not** rehearsals for a show)*
- *Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere)*

## ANGLICAN DIOCESE OF BUNBURY – AGREEMENT FOR HIRE OF FACILITY

**Owner:** The Bunbury Diocesan Trustees

**Hirer Name: (Please Print)**

**Address:**

**Parish/Diocesan Entity Facility:**

**Parish/Diocesan Entity Representative:**

**Name of Building:**

**Date(s) of hiring from:** \_\_\_\_\_ **to:** \_\_\_\_\_

**Hiring Fee:** \$ \_\_\_\_\_

### **Obligations of the Hirer:**

1. To observe and respect the religious nature of the property and building.
2. To pay the hiring charges in the manner and time agreed.
3. To leave the facility in a satisfactory, clean condition (including any black/white boards).
4. To remove all rubbish.
5. Not to remove anything owned by the Parish or Diocese from the facility.
6. To lift (**not drag**) anything moved within the facility and to return to its original position.
7. Not to use any exhibits or decorations in the facility without the prior agreement of the Parish Representative, with the exception of flower arrangements.
8. To do no damage to the facility, its furniture & furnishings, accessories or environs and to report to the Parish Representative any loss of damage to property and to pay for its repair or replacement.
9. Not to permit smoking within the facility or its surrounding land.
10. To switch off all lights, fans, heaters/air conditioners and other electrical equipment before vacating the facility.
11. To secure windows and doors on vacating the facility.
12. To return any keys to the Parish in the manner agreed.
13. 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 \$10,000,000 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/Diocesan Entity Representative evidence thereof in the form of a current Public Liability Certificate of Currency.
14. Evening functions should conclude by 11:00 pm and the premises vacated by Midnight.
15. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
16. 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/Diocesan Entity from and against all actions, suits claims and 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:**

## **ANGLICAN DIOCESE OF BUNBURY - 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, and/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; and 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 off by 11:00 pm as the premises are vacated by Midnight. 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/Diocesan Entity 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/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 and with respect for the residents when leaving. Any complaints from the residents may result in the bond being forfeited.