



HALL HIRE AGREEMENT

Parent Policy:
Completed forms to be retained by signatories

Policy 6.4

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|---------|--|--|
| Item 1 | Licensor <i>(Parish/Diocesan Entity and contact details)</i> | |
| Item 2 | Licensee <i>(Hirer name and contact details and ABN if applicable)</i> | |
| Item 3 | Facility <i>(Details of hall or facility to be hired)</i> | |
| Item 4A | Commencement Date | |
| Item 4B | Expiry Date | |
| Item 4C | Start Time | |
| | End Time | |
| Item 5 | Hire Fee <i>(see note 3 re GST)</i> | |

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|---------|--|---|--|
| Item 6A | Permitted for these casual, short-term personal, community, not-for-profit and charitable uses. Insurance is provided by the Licensor <i>(Tick the appropriate box)</i> | Individual or private celebration e.g., birthday party, wedding reception. | |
| | | Unincorporated community groups e.g., craft groups parent and child groups. | |
| | | Activities for which no fees are charges. | |
| | | Small fetes and fairs to raise funds for charitable purposes. | |
| Item 6B | Permitted for these casual, short term (<12 months) non-personal uses. The Licensee must have their own Public Liability insurance of not less than \$10,000,000. <i>(Tick the appropriate box)</i> | Activities of an incorporated body or a body with an ABN. | |
| | | Activities for which fees are charged. | |
| | | Activities open to the general public. | |
| | | Government sponsored activities e.g., polling station. | |
| Item 6C | Permitted only with Diocesan Council approval | Ongoing or long-term (> 12 months) commercial use. | |
| Item 6D | Not Permitted | Political uses | |
| | | Cause / Crusade activities inconstant with the values of the Church. | |
| | | Except for 6A uses, by uninsured bodies | |

Signed on behalf of the Licensor (Parish)

Signed on behalf of the Licensee (Hirer)

Signature

Signature

Print Name

Print Name

Date

Date

HALL HIRE AGREEMENT - TERMS AND CONDITIONS

1 LICENSOR'S OBLIGATIONS

- 1.1 The Licensor agrees to:
- not unreasonably interfere with or disturb, the Licensee's use of the Facility during the Term;
 - provide a Facility that is healthy and safe to the extent that is reasonably practical; and,
 - provide Hirers Insurance for the Permitted Uses at **Item 6A of the Agreement**.

2 LICENSEE'S OBLIGATIONS

- 2.1 Prior to occupation, the Licensee agrees:
- to use the Facility only for the Permitted Use;
 - to conclude its use of the Facility by 12:00 midnight and vacate the Facility by 1:00AM and not to create a nuisance by noise or otherwise to the adjoining owners and occupiers;
 - to pay the Fee in Item 5 of the Agreement prior to occupying the Facility;
 - to pay for any damage to the Licensor's equipment or property;
 - provide evidence of insurance for the Permitted Uses at Items 6B and 6C of the Agreement;
 - not to remove any of the Licensor's property from the Facility;
 - not to use any exhibits or decorations in the Facility without the Licensor's prior consent;
 - not to permit smoking within the Facility; and,
 - not to carry on any illegal activity.
- 2.2 On each occasion of use, the Licensee agrees to:
- leave the Facility in a clean and tidy condition to the Licensor's satisfaction;
 - return any of the Licensor's equipment to its original position;
 - switch off all lights, fans, heaters, air conditioners and other electrical equipment before vacating the Facility;
 - secure windows and doors on vacating the Facility; and,
 - return all keys to the Licensor.
- 2.3 At the end of the Term, the Licensee agrees to:
- remove the Licensee's property from the Facility; and,
 - comply with the Licensor's reasonable conditions about the removal of items and make good works.

3 FEES

- 3.1 The Fees applied may include a component for:
- cost recover for utilities and cleaning,
 - cost recovery for insurance for Item 6A permitted uses, and
 - profit margin as applicable.
- 3.2 GST is to be applied to Fees for Item 6B and 6C permitted uses.

4 INSURANCE

- 4.1 For the Permitted Uses at **Item 6A of the Agreement**, the Licensor will maintain Hirers Liability insurance for an amount of \$5,000,000. The Licensee is liable for an excess of \$1,000 for any claim being made.
- 4.2 For the Permitted Uses at **Items 6B and 6C of the Agreement**, the Licensee must maintain Public Liability insurance that gives a minimum cover for each accident or \$10,000,000 and must include the following extensions:
- loss or damage to fixtures, fittings, accessories in the Facility owned by the Licensor;

- b. indemnity for any claims made against the Licensor arising out of the Licensee's use and occupation of the Facility; and,
- c. provides that the policy includes a Waiver of Subrogation against the Licensor

5 TERM

- 5.1 The Term should not exceed 12 months and the Hall Hire Agreement should be re-signed at least every 12 months.

6 EXPIRATION

- 6.1 This agreement will expire 12 months from the agreed Commencement Date.

7 NATURE OF INTEREST

- 7.1 The rights given by this Licence are in contract only and may not be assigned. Nothing contained in this Licence creates any tenancy or other interest in the Facility.

8 ADDITIONAL TERMS

- 8.1 The additional terms, covenants and conditions (if any) may be attached to the Agreement as agreed by the Parties.

Hall Hire Agreement - Additional Terms

Tick applicable Additional Terms:

The Licensee may use the following rooms/cupboards/spaces for storage:

The Licensee must not access the following areas:

The Licensee may use the following for parking:

The Licensee must not use the following areas for parking:

The Licensee must, at its own expense, or when directed by the Licensor, in the Licensor's sole discretion, arrange for security attendance.

The Licensee must not move any pianos without the prior consent of the Licensor. The Licensor, in its sole discretion, may require that the piano is moved by professional removalists at the Licensee's cost.

The Licensor consents to the amplification of music under the following terms:

- a. the volume must be kept to acceptable levels in accordance with the Environmental Protection Act 1986, and
- b. the volume of the music must be turned down by 11:00PM and turned off by 01:00AM.

[Note: Licensees are advised that unreasonable noise emissions from the Facility is an offence under the Environmental Protection Act 1986]

The Licensee must not sell alcohol at the Facility. The Licensee must not serve alcohol to minors.

The Licensee must ensure that guests disperse quickly and quietly to respect the rights of adjoining residents.

Bond

The Licensee must deposit the sum of \$_____ (**Bond**) with the Licensor as security for the Licensee's observance of the Licensee's obligations under this License and for any damage and/or extra cleaning. The Licensee is liable for the cost of all damage and/or extra cleaning. If the Bond is insufficient to cover the cost of the damage and/or extra cleaning, the balance is payable by the Licensee to the Licensor on demand. The Bond is forfeited if the Licensee breaches any of the terms and conditions of this Licence. The Licensor agrees to return the Bond on the later of:

- a. the date the Licensee has complied with all its obligations under this Licence, and
- b. end of the Term.

The Bond will be forfeited if the Licensor terminates a function, with or without police assistance. Complaints from residents in the vicinity of the Facility may result in the forfeiture of the Bond.

The Bond may be forfeited if the booking for the Facility is cancelled with less than 2 weeks' prior written notice to the Licensor.