



Property Hire Agreement

Anglican Parish of Moruya

**Parish name:**

Anglican Parish of Moruya - as agent for the Anglican Church Property Trust Diocese of Canberra and Goulburn (the Property Trust)

Booking officer:

Lindsay Boyton

Contact Info:

Email: anglican.moruya@gmail.com

Phone: 0479 179 404

Description of facility:

Hirer name:

Authorised representative:

Contact No:

Address:

Email:

Facility hiring fee: \$ 18.00 per hour

Red Door Hall AV equipment hiring fee: \$ 15.00 per three hours of use

Property Hire Agreement

Applying

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. If 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. The Parish may cancel a booking if they require the buildings for a Parish Event.
7. In the event of cancellation under clauses 4 or 5, all money paid will be refunded to the hirer.

Hirer's responsibilities

8. 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.
9. The hirer must not do or allow to be done anything that does or may cause damage.
10. Items are not to be attached to walls, floors, or any part of the buildings without the prior written permission of the booking officer.
11. The hirer is responsible for the repair or replacement of any damage caused. Should any damage occur, the booking officer's assessment of the issue will be final.
12. If the hirer loses keys, and replacement keys or locks are required, this cost will be the responsibility of the hirer.
13. The hirer must switch off all lights, fans, heaters, air conditioners, and other electrical equipment (other than refrigerators - see clause 27(d)).

Disputes

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

Condition of the facility

15. Neither the Parish nor the Property Trust make any guarantee to the hirer about the condition of the facility, or its suitability for the hirer's purpose.
16. 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.
17. The facility must be left in the same condition as the hirer found it, noting:
 - Chairs are to be stacked neatly,
 - All rubbish is to be removed,
 - All external doors are to be locked,
 - Toilets are to be cleaned, swept, and locked.

Use of the facility

18. The use of the facility is at the risk of the hirer at all times.

19. Neither the Parish nor the Property Trust 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.
20. No sales of any kind are permitted without the prior written approval of the booking officer.
21. Subletting of the facility is not permitted.
22. People authorised by the booking officer will at all times be entitled to free access to all parts of the facility.
23. The hirer is aware that the facility is within a residential area, and the hirer must ensure that all people attending the facility refrain from any behaviour which could be interpreted as disturbing the neighbours or infringing on a person's property and/or rights.
24. 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.
25. The hirer must ensure that guests park only in the designated car park or on the street. Parking on lawns or nature strips is not permitted.
26. Neither the Parish nor the Property Trust accept any responsibility for private property left in the facility.

Use of the kitchen

27. If kitchen facilities are included in the hire, the hirer must ensure that:
 - (a) All appliances are left clean and tidy,
 - (b) No food or drink is left in the facility,
 - (c) All rubbish/recycling is removed and placed in the appropriate bins, or removed entirely off-site,
 - (d) The refrigerators are left switched on, and
 - (e) The dishwasher is clean and empty.

Activities and entertainment

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

Alcohol

32. Alcohol must not be served at an event without the written consent of the booking officer. The booking officer may withhold such consent at their absolute discretion.
33. 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.
34. Normal alcohol regulations apply. Alcohol must not be served to guests under 18 years of age.

Smoking

35. Smoking is not permitted in any part of the facility.

Insurance

36. The hirer accepts responsibility for the safe custody of the property during the term of the hire or use. The hirer indemnifies the Property Trust for any liability arising from the hire and use of the buildings and other property.
37. Personal hirers may avail themselves of insurance cover through Anglican Insurance and Risk Services (AIRS). In this agreement, personal means the hirer is a person or an unincorporated group

meeting for a non-commercial, non-political purpose, where the meeting is not open to the general public, and the hirer does not have a public liability policy.

38. Non-personal hirers must provide, at least three days before the hire, evidence of current public liability insurance for not less than \$20 million covering any damage to the hired property or any legal liability that may arise from the use of the hired property.

39. Tick one of the following boxes in relation to insurance.

I/we have my/our own insurance (please enclose the Certificate of Currency). ☐

or

I/we have arranged my/our insurance through The Anglican Parish of Moruya. ☐

The hirer confirms that I/we have read, fully understand, and accept my/our responsibilities under 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