

SAINT JOHN'S AND SAINT AGNES' ANGLICAN PARISH  
TERMS OF AGREEMENT FOR HIRE OF FACILITY

*These Terms and Conditions of hire relate to Casual Hire of areas within and surrounding the property of Saint John's Anglican Church, 5-7 Finch Street, Malvern East VIC 3145 (hereafter referred to as the 'Facility'). Any breach of these conditions may affect the refund of the Bond or Security Deposit and result in the Hirer being liable for any costs or expenses incurred resulting from such breach.*

Owner                                      Melbourne Anglican Trust Corporation,  
Saint John's and Saint Agnes' Anglican Parish (The Parish)  
5-7 Finch Street  
Malvern East VIC 3145  
Telephone: 03 9571 6616  
Facsimile: 03 9572 4662  
Email: secretary@saintjohns.org.au

Parish Representative    The Office Manager or Designated Parish Officer

**General Terms**

1. The minimum hire period is two (2) hours, unless agreed.
2. On confirmation of a booking, the Hirer will pay a non-refundable deposit of \$100.00.
3. The balance of Hire Charge must be paid in full at least three days prior to date of hire and during Parish Office hours. Payment can be made by cash or cheque or by Direct Deposit to the nominated Parish Account.
4. Hirers are required to pay a Security Deposit of \$500, as a bond against accidental damage to the property or a breach of any part of the Hire Agreement. The Security Deposit must be paid in cash or Direct Deposit to the nominated Parish Account, in full, at least three days prior to date of hire and during Parish Office hours. The Security Deposit may be waived or reduced at the discretion of the Parish.

The Security Deposit may be applied towards:

- Accidental damage to, or loss of, any facility, private or public property in the vicinity of the facility hired;
- The cost of any intentional or malicious damage, including additional cleaning fees required to be performed as a consequence of the hire of the facility;
- Refitting door locks and changing keys in the event that a key or keys are lost;
- The Facility's decision with regard to the amount to be deducted will be final.

The Security Deposit, less any necessary deductions, will be returned within 14 days after the event, if and only if all conditions of the Hire Agreement have been fulfilled.

### **Permission to Occupy**

5. The Hirer may only enter the facility during the times agreed and outlined on the Hire of Facility form. If the Hirer breaches this condition and enters the facility outside the agreed time, the Parish reserves the right to terminate the Hire Agreement and/or charge an additional hire fee.
6. The Hirer is only entitled to the use of the particular part, or parts, of the facility set out on the Hire of Facility form. The Parish reserves the right to permit any other portion of the facility to be hired or used for any other purpose at the same time. The Parish will make every endeavour to ensure that this will not cause disruption to the Hirer's use.
7. The Hirer must ensure that no person enters any area within the facility other than the area hired and designated on Hire of Facility form.
8. The Hirer should note that functions must conclude by 12:00 midnight and the premises be vacated by 1:00 am.

### **Facility Condition Report**

9. The Hirer is required to complete and sign a Facility Condition Report before gaining access to the facility, acknowledging the condition of the premises at the commencement of their hire period. Their signature is an acknowledgement that the premises are completely suitable for the purpose for which the Hirer intends to use it.

The Hirer agrees to:

- Maintain or return all fittings and furniture to their original position.
- Lift (not drag) any items moved within the facility and not to remove anything owned by the Parish from the facility.
- Not to permit smoking or the use of illicit substances within the facility.

### **Decoration and Signage**

10. Hirers should note that the facility is the property of the Anglican Church and under no circumstances are Hirers permitted to display any items that may offend Christian belief.

The Hirer agrees to:

- Not attach any decorations to the walls, windows or other furnishings with the facility without the prior agreement of the Parish Representative.
- Remove any and all decorations from the premises, including, but not limited to, the use of blu-tac. Under no circumstances is any form of sticky tape permitted on plaster walls, doors or windows.

- Ensure that no notice, sign, or advertisement is placed on or attached or affixed to any external wall, door, or any other part of the facility or Parish property without the prior written consent of the Parish. All noticers, signs or advertisements must be removed from the premises and grounds at the end of the hire period.

### **Guest Conduct**

11. The Hirer shall ensure that no person behaves in a disorderly manner, or causes a nuisance or annoyance, or any act, matter or thing, that may injure the reputation of the Owner.
12. The Hirer must use their best endeavours to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers. The Hirer is responsible for ensuring the good order of guests and that decent behaviour is maintained inside and outside the facility (including in the rotunda, car park and surrounding areas) before, during and after the hire period.
13. The Parish reserves the right to cease an event or to require the removal of a person or persons, without liability, if their behaviour is considered to be inappropriate.
14. The Parish Representative, or any Officer of the Parish, shall at any time be permitted free entry to the building and shall be given every facility for enforcing these requirements.
15. When hiring the premises for a party, all hirers shall obtain and read the Party Safe Booklet available from the Victoria Police website at [www.police.vic.gov.au](http://www.police.vic.gov.au).
16. The Hirer shall arrange for police attendance, at their own expense, when directed by the Parish Representative or an Officer of the Parish.
17. If the Parish Representative, or an Officer of the Parish, deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.

### **Use of Security Personnel**

18. The Parish, at their sole discretion and insistence, may require the Hirer, at their own expense, to arrange for the provision of adequate security or crowd control personnel for the duration of the hire period.

When required, crowd control personnel must:

- Control entry into the facility or events;
- Monitor individual and crowd behaviour, including underage drinking or drug use, and communicate such behaviour to the Hirer, and as necessary, to the police or other relevant emergency services;
- Respond to aggressive verbal, physical, violent, or otherwise abusive behaviour;
- Administer or coordinate 'first response' first aid or critical care;
- Coordinate emergency evacuation of a venue or event;
- Liaise with emergency services as required.

19. When required security or crowd control personnel are to be engaged at a ratio of at least four (4) for the first one hundred (100) guests and a further one (1) for each twenty (20) guests (or part thereof).
20. If security or crowd control are engaged, the Hirer must provide proof of their engagement on signing the Hire Agreement, by way of the provision of a Tax Invoice or a signed agreement with a private security provider, indicating that the firm will attend for the duration of the hire period. Should the Hirer fail to provide such evidence, the Owner reserves the right to cancel the function, including the forfeiture of the hire deposit.
21. Any security company engaged must hold a Private Security Business Licence. It is the responsibility of the Hirer to ensure the company engaged is licensed to provide security or crowd control. It is similarly the responsibility of the Hirer to ensure that the employees engaged by any said firm are licensed to perform the required duties, and are protected under Public Liability. The Hirer must provide a copy of the Private Business Security License to the Parish on signing the Hire Agreement. Please note that a Security Guard license alone does not allow a person to operate as a Crowd Controller.
22. The Hirer should be aware that unless Crowd Control is specifically itemised in any company's Certificate of Currency, the security company may not be insured under their Public Liability Insurance cover for 'Crowd Control'. The Hirer must provide a copy of the company's Certificate of Currency to the Owner on signing the Hire Agreement. It should be noted that the Owner does not cover security personnel under its own insurance and nor does the Hire Agreement cover the Hirer for any incident that may cause harm to the employees hired.

### **Catering and Sale of Food**

23. All Hirers must comply with the Food Act 1984. If the Hirer sells or intends to sell food, the Hirer must hold a current Food Act Registration Certificate. The Hirer must not sell unpackaged food without the prior written consent of the Parish. A copy of the Food Act Registration Certificate must be prominently displayed in the facility at all times during the function.
24. Outside catering can be arranged by the Hirer. Should the Hirer arrange the services of a catering company, it must be registered under the Victorian Government Food Act 1984. The Parish can also provide the contact details of its own preferred caterer.

### **Use of Open Flame Cookers**

25. No flammable liquids, or open flame portable cooking devices, such as spit roast cookers and BBQ's, or other dangerous substances are permitted to be operated or used under any circumstances inside the facility.

### **Alcohol and Illegal Substances**

26. Hirer's are permitted to serve and consume alcohol on the premises, in accord with relevant liquor licencing provisions. Liquor cannot be sold or raffled at the facility without the relevant licence being obtained from the Liquor Licensing Commission of Victoria. The Parish must be made aware at the time of making application to use the facility that such a liquor licence is being sought. If a licence is approved, a copy of the liquor licence must be

provided to the Parish for its records and a copy must be prominently displayed in the facility at all times during the function.

Please note that there is no alcohol allowed on the premises during under-age functions, including consumption or use by the Hirer and his or her adult guests. Hirers must ensure that all bottles, cans, and similar containers are removed from the premises. Any alcohol found within the premises after the event may breach the Hire Agreement.

Groups who are found to have alcohol on the premises without permission will risk termination of the Hire Agreement and may lead to the closing down of the function or being barred from hiring on future occasions.

No drugs or illegal substances are allowed on the premises.

### **Smoking and Chewing Gum**

27. Smoking within any area of the facility is prohibited. The Hirer must remove all cigarette butts left by guests outside the building. No chewing gum is allowed inside the premises. Failure to observe these restrictions will incur a penalty of \$500.

### **Storage**

28. No items may be stored on the premises without the written permission of the Parish Representative.

### **Parking**

29. There is limited parking on the Parish premises and all vehicles must be parked within the designated parking spaces. Parking is not permitted in the driveways so as might block direct vehicle access to the facilities. Hirers may load and unload their own vehicles adjacent to buildings temporarily but vehicles must be moved once such tasks have been completed.

### **On Exiting the Premises**

30. On exiting the premises, the Hirer must ensure that:
  - All fans, heaters, air conditioners, water heaters, urns, and other electrical equipment is turned off, with the exception of the kitchen fridges and freezer. Remote controls are to be returned to their stands;
  - The facility and surrounding areas are left clean and tidy state, including the car park. Cleaning must be completed prior to leaving the premises at the end of the function;
  - Chairs and tables are to be wiped clean before being returned to their storage areas;
  - Any other items utilised during the hire period are returned to their designated position;
  - If used, all black and white boards are left clean and free of writing or decoration;
10. To turn off all lights, fans, heaters, air conditioners, and other electrical equipment before vacating the facility, with the exception of the kitchen fridges and freezer.

- All windows and doors are secured;
  - All lights are turned off (except external security lights where applicable);
  - All rubbish is removed from the building and the surrounding grounds;
31. Where the premises are left in an unsatisfactory state, the Parish may employ cleaning staff, at the expense of the Hirer.
32. Where rubbish is left on the premises by the Hirer, a rubbish removal fee of \$50.00 will be charged. If the amount of rubbish requiring is excessive, the Parish may make alternative arrangements for the removal of excess rubbish, at the cost of the Hirer;
33. If the facility is left unsecured, then the Hirer will be deemed responsible for any resulting damage caused to the facility and liable for the cost incurred to remedy any damage to the premises.

### **Post Event Report and Checklist**

34. The Hirer must ensure that:
- The 'Post Event Report and Checklist' is completed and left under the Church Office door prior to leaving the premises at the end of the function;

Please note that an audit of the facility will be conducted the following day. In the event that the facility is found either damaged and/or untidy and/or unclean the Hirer will be notified to attend to discuss the reasons for the areas of concern and action(s) necessary to rectify them.

### **Building Security and Keys**

35. The Hirer is responsible for opening and closing the premises. A key or set of keys will be provided to the Hirer at an agreed time, so that the Hirer has access to the facility during the period of hire.
36. The Hirer must return all keys to the Parish Office on the day and time agreed, or as otherwise arranged.
37. The Parish has a keyed system which restricts the duplication of keys. All keys issued to the Hirer must be accounted for and remain the responsibility of the Hirer until returned. If keys are lost, there is a charge of \$500.00 per set to replace the door locks and keys.

### **Damage to the Facilities and Other Property**

38. The Hirer must:
- The Hirer shall be solely and entirely responsible for any accidental or intentional damage done to the fixtures, fittings, furniture, walls, buildings, grounds, signage, and other related property, and shall pay any repair or replacement as may be assessed by the Parish.

- The floors and walls must not be pierced by tacks, nails or screws, and adhesive tape or hooks cannot not be used on plaster walls.
- The Hirer must notify the Parish Representative of any loss or damage to the facility, including any items in an unsatisfactory condition. A failure to notify any loss or damage or the unsatisfactory condition of any item becomes the responsibility and liability of the Hirer and any cost incurred by the Parish will be deducted from the Security Deposit. The Hirer further agrees that if damage is exacerbated or accelerated by virtue of the hire of the premises, then the Hirer becomes responsible for rectification to original state.
- The Hirer must notify the Parish Representative in writing via the 'Post Event Report', or no later than the following day ,of any loss or damage to the facility, or of any item in an unsatisfactory condition.
- The Hirer further accepts that in the event of damage or loss to the facility, the Parish reserves to itself the right to quantify such damage or loss and to both undertake and exercise such repairs as may be necessary at a time suitable to the organisation.
- Where the cost of any damage or loss is equal to or less than the Security Deposit, the amount will be subtracted from the Deposit. Where the amount is more than the Security Deposit, the Deposit will be withheld and an invoice will be sent to the Hirer for the balance of the loss or damage. Such amount shall be paid by the Hirer consistent with the terms of the invoice.
- Should any damage or loss occur, the cost as estimated by the Parish shall be final, without right of appeal.

### **Emergency Procedures**

39. In preparing to stage an event, the Hirer must:

- Ensure activities to be undertaken on the premises are not dangerous.
- Prevent overcrowding and any obstruction to passageways and exit doors and keep paths clear during use of the facility;
- Designate a safe external assembly point.
- Be aware of proper procedures for, and be responsible for, the safe and orderly evacuation of guests from the facility in the event that an emergency situation occurs.

### **Emergency Equipment Usage**

40. The Parish provides and maintains emergency fire prevention equipment, such as fire blankets and extinguishers for fire-fighting. The Hirer must:

- Familiarise themselves with the location of all emergency equipment (fire extinguishers and fire blankets);
- Not interfere with any emergency equipment or notices;

- Advise the Parish in the event that the fire prevention equipment is used or an emergency situation occurs;
- Meet the cost of replacement or repair of such emergency equipment caused by any improper use.

41. The Hirer must:

- Only attempt to fight a fire with the equipment provided and if it is safe to do so;
- Use the fire-fighting equipment only having read and understood the instructions on the equipment, unless the Hirer is familiar with the equipment and its specific application;
- Not continue to fight the fire beyond the first 30 seconds. If the fire is not extinguished within that time, the Hirer must commence the evacuation procedure. If the fire cannot be extinguished by use of a single extinguisher, then the Hirer must commence the evacuation procedure.

### **Emergency Evacuation**

42. In the event of an emergency evacuation, the Hirer must:

- Identify exact nature and location of the emergency;
- Seek to remain calm and leave in an orderly manner;
- Remember to search all areas of the facility for stragglers (only if safe to do so);
- Report to the emergency authority (e.g. Fire Brigade) on status of all persons;
- Only re-enter the building when authorised by the emergency authority.

### **Cancellation**

43. A request to cancel a confirmed booking must be received in writing, by email or fax no less than three (3) weeks prior to the hire date, or the deposit for the hire of the facility will not be refunded. Cancellations will not be accepted by telephone.
44. The Parish reserves the right to cancel any confirmed booking, for reasons of national, state or local district emergency without being liable for any compensation. In the event of such an occurrence any Hire Fees and Security deposits paid will be refunded in full.

### **Insurance**

It is a policy of the Melbourne Anglican Trust Corporation (MATC) that all Hirers using Church premises must hold approved insurance coverage.

45. The Hirer is to effect and keep in force public liability insurance cover for an amount not less than \$5,000,000. The Hirer must provide the Parish with a copy of a Certificate in Currency to this effect.
46. The Hirer agrees to indemnify the Owner for any claims arising out of the negligence of the Hirer.
47. For non-commercial users, insurance can be provided for a fee through The Anglican Diocese of Melbourne.

### **Liability**

48. The Hirer shall be responsible for any accident, loss or damage, or any injury sustained by any person or persons using any part of Church premises and its facilities and equipment during the currency of the hiring.
49. Any equipment or articles brought onto the premises by the Hirer are done so at the Hirer's own risk. The Church will not accept any responsibility for damage or loss of goods left on the premises prior to, during, or after the function. All goods must be removed at the conclusion of the function. Any goods left without prior arrangement will be deemed abandoned.
50. Should there be an accident or injury arising through the Hirer's use, the Hirer must inform the Church at the earliest possible opportunity but no later than seven (7) days after the incident.
51. The Hirer must also Indemnify the Owner (MATC) from all actions, suits, claims and demands of whatsoever nature arising out of or in any way touching or concerning the hiring of the facility.
52. In the event that the Hire Agreement is breached, the Hirer will be liable to pay to the Parish the full amount of any damage or loss incurred, including but not limited to breaches which result from any property damage, loss of use of facilities, and loss of income.
53. The Hirer must also pay all necessary and incidental solicitor costs on an indemnity basis incurred by the Parish.
54. The Hirer must furthermore pay interest on the amount of the Parish claim at the current penalty interest rate from the date in which legal proceedings are initiated at Victorian Civil and Administrative Tribunal (VCAT).

### **Indemnity**

55. The Hirer hereby indemnifies the Owner, the Wardens, and Council 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.

### **Disputes**

56. In the event of any disputes or differences arising as to the interpretation of these conditions, or of any other matter contained therein, the decision of the Parish shall be final and conclusive.

**After Hours Emergency Contact**

In case of an emergency, please call the after-hours contact number on the key tag. **This number is to be used in emergency situations only.**

Signed on behalf of the Owner

Signed on behalf of the Hirer

Date