



**Anglican Parish of the Parks,
St Silas and St Anselm**

Memorandum of Hire of Facility



Anglican Parish of the Parks, St Silas and St Anselm

Owner: Diocese of MELBOURNE and the Anglican Parish of the Parks ("the Parish")

Hirer Name: [xxx]

Address: [xxx]

ABN: [xxx]

Phone: [xxx]

Email: [xxx]

Parish/Diocesan Entity Facility

[Church/Church Hall/Kath Hall Centre], as defined in the Description of Facility below.

Parish/Diocesan Entity Representative

Tara Coburn, Office Administrator

Parish Officers

Reverend Sophia Watkins, Vicar, and all Parish wardens and Parish Councillors.

Description of Facility

The part of the buildings being hired are defined as (a) **The Church** means the Church, Stairs & Landing, Lift, Stairs & Toilet; (b) **The Hall** means the Hall, Kitchen, Supper Room, Hallway & Toilets; and (c) **The Kath Hall Centre** means the Kath Hall Centre, Back Office and Back Toilet, as marked on the attached plan.

Dates and Times of hiring

From: [xxx]

To: [xxx]

Hirer Fee: [xxx] inclusive of GST

Permitted Purpose: [xxx]

Insurance Option selected (as described in clause 14. below):

a. **Hirer cover**

b. **Diocese cover (only applicable for Persons and additional payment of \$25)**



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Obligations of the Hirer:

1. To use the Facility only for the Permitted Purpose. The Hirer accepts that this memorandum is offered on the principles of the Anglican Church of Australia and the Hirer will not engage in any action or activity contrary to such principles. This memorandum can be cancelled by the Owner if the Owner considers any activity or behaviour by the Hirer or Hirer's employees or agents to be inappropriate.
2. To pay the hiring charges in advance of the hiring and in the manner and time agreed.
3. The Hirer may use the tables and chairs in the Facility and must return all equipment to storage after each use.
4. To leave the Facility in a satisfactory, tidy and clean condition (including any black/white boards) and with any equipment packed away.
5. To remove all rubbish and waste and place in appropriate receptacles with close fitting lids and comply with the municipality's rubbish and waste removal guidelines and ensure that any rubbish is placed in the council bins provided in the Parish grounds.
6. Not to remove anything owned by the Parish/Diocesan Entity from the Facility.
7. To lift (not drag) anything moved within the Facility and to return to its original position.
8. Not to use any exhibits or decorations or affix any signs or make any alterations in the Facility without the prior agreement of the Parish/Diocesan Entity Representative.
9. To do no damage to the Facility, its furniture and furnishings, accessories or environs and to report to the Parish/Diocesan Entity any loss of damage to property and to pay for its repair or replacement.
10. Not to permit smoking within the Facility or the Parish grounds.
11. To switch off all lights, fans, heaters/air conditioners and other electrical equipment before vacating the Facility.
12. To secure windows and doors on vacating the Facility.
13. To return any keys to the Parish/Diocesan Entity Representative in the manner agreed.
14. To effect and keep in force insurance as described in the Insurance Schedule and the Insurance Option selected above.
15. Evening functions should conclude by 12:00 midnight and the premises vacated by 1:00 am.
16. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
17. Not to carry out in or about the Facility any illegal activity.
18. Not to permit the parking of vehicles in the Parish/Diocesan Entity driveways at any time.
19. Not to enter or permit any person to enter any area other than the Facility which is the subject of this agreement.
20. The Hirer shall at their own expense, and/or when directed by the Parish/Diocesan Entity Representative or Officer, arrange for police attendance.
21. Not to permit barrels or drums for the storage of ice in the Facility.
22. Not to move pianos without prior agreement of the Parish/Diocesan Entity.



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23. 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 down by 11:00 pm and turned off by 1:00 am. Note that under this Act, if police are called out regarding noise levels on the second occasion they will impose a fine.
24. Not to sell liquor on the premises. The Hirer is also reminded that it is an offence to serve liquor to minors.
25. The Hirer shall deposit the sum of \$200 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.
26. Bond monies may be forfeited unless written advice of cancellation of booking is received two weeks prior to booking date.
27. If the Parish Representative or Parish Officer deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.
28. 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.

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, the Parish Representative, the Parish Officers and all Parish volunteers, employees, members of the congregation, agents, subsidiaries, successors, assigns and sub-contractors 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.



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Signed on behalf of the Owner

Date:

Signed on behalf of the Hirer:

Date:



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Insurance Schedule

Person means:

A natural 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 & the hirer does not have a public liability policy. Examples of acceptable persons/activities are:

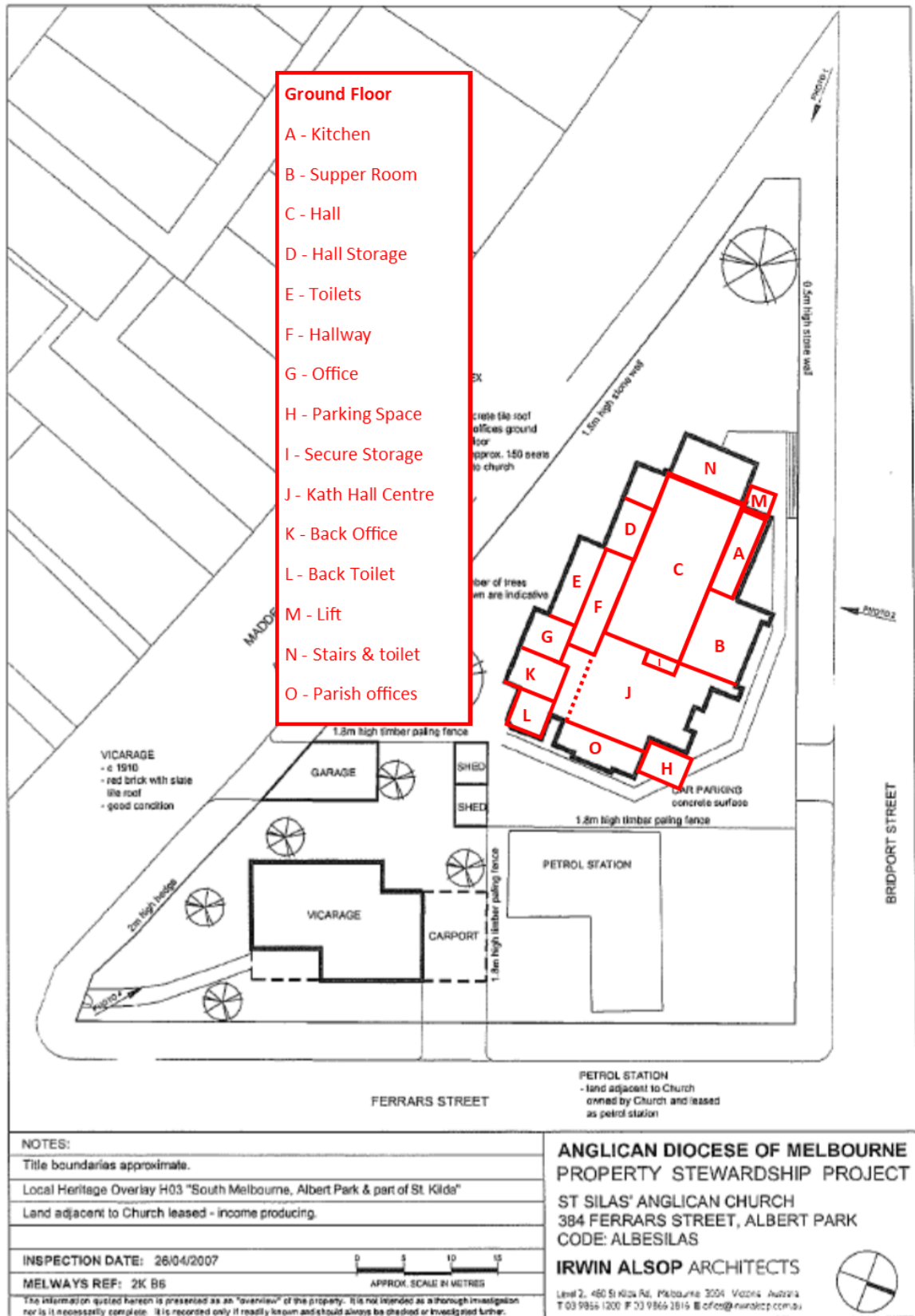
- A private birthday party, celebration, wedding reception
- Dance practice not associated with a dance school or lessons & no fees are charged
- Friends who want a venue to read plays/poetry etc (but not rehearsals for a show)
- Knitting groups who like to meet to compare work / ideas
- Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere)
- Informal support / self-help groups

Where the Hirer is a Person and selects the Diocese Cover Insurance Option, the Hirer accepts responsibility for the safe custody of the Facility during the term of the hire. The Hirer is required to indemnify the Parish/Diocesan Entity for any liability arising from the hire & use of the Facility and hereby confirms that they have read & fully understand & accept their responsibilities, as summarized above, in entering into this memorandum. The Hirer requests that the Parish/Diocesan Entity arrange insurance to cover these liabilities to \$2,000,000 & agree to pay the premium specified. The Hirer accepts that this insurance is subject to payment by the Hirer of the first \$250.00 for any property damage.

Where the Hirer is not a Person, the Hirer agrees to effect & 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:

- a) Liability for loss of or damage to property of the Owner
- b) 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.





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