

Property Hire Agreement

Anglican Diocese of Canberra & Goulburn

Parish name	Holy Covenant Anglican Church, Jamison, ACT as agent for the Anglican Church Property Trust Diocese of Canberra and Goulburn (the Property Trust)		
Authorised representative	Megan Watts		
Contact No	(02) 6251 6100		
Email	office@holycovenant.org.au		
Booking officer	Megan Watts		
Description of facility		Worship Centre	Rainbow Centre

Please complete this section

Hirer name	
Authorised representative	
Contact No	
Address	
Email	

Nature of hire / use	
Date(s) of hiring	
Start time	
Finish time	
Agreed hiring fee	

Conditions of hire (see COVID requirements at section 47)

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 are payable on receipt of an invoice, or by arrangement with the booking officer. In the case of ongoing bookings, invoices will be issued bi-monthly. You will be given 3 months notice of any increase in hiring charges.
- 3 In the event that an application is rejected, any 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 booking officer, or other authorised parish officer, may cancel the booking owing to an unforeseen requirement for a church service (e.g. funeral) or parish meeting. As much notice as possible will be given of such a requirement.**
- 7 In the event of cancellation under clauses 4, 5 or 6, any moneys paid in advance will be refunded to the hirer.

Hirer's responsibilities

- 8 If required, the hirer must pay a bond of \$100 to the booking officer on approval of the application.
- 9 The bond will be refunded in full provided that no damage occurs to the facility, and the facility and surrounding property is left clean and tidy.
- 10 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.
- 11 The hirer must not do or allow to be done, anything that does or may cause damage.
- 12 Items are not to be attached to walls, floors, curtains or any part of the buildings without the prior written permission of the booking officer.
- 13 The hirer is responsible for the repair or replacement of any damage caused and the bond may be applied towards that cost. Should any damage occur, the booking officer's assessment of the issue will be final.
- 14 If the hirer loses keys, and replacement keys or locks are required, this cost will be the responsibility of the hirer and may be deducted from the bond.
- 15 The hirer undertakes not to make copies of any keys that are issued.
- 16 At the conclusion of each hiring, the hirer should ensure that all doors are locked, and heating, air conditioning systems, lights and boiling water urn are turned off. For regular activities, the heating (in the Winter) is programmed to turn off automatically.

Disputes

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

Condition of the facility

- 18 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.
- 19 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.

20 The facility must be left in the same condition as the hirer found it noting:

- chairs are to be stacked neatly
- all external doors are to be locked unless otherwise advised
- any furniture moved is to be returned to its original place
- all rubbish is to be removed
- toilets are to be clean

Use of the facility

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

22 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.

23 No sales of any kind are permitted without the prior written approval of the booking officer.

24 Subletting of the facility is not permitted.

25 Arrangements will be made to have the building open for you, or you may be provided with either a key or an entry code.

26 Worship Centre: People authorised by the booking officer will at all times be entitled to free access to all parts of the facility with the exception of the sanctuary area, parish office, vestry and chapel (apart from access to stored items); these spaces must not be used by the hirer except with the prior agreement of the booking officer.

27 Rainbow Centre: People authorised by the booking officer will at all times be entitled to free access to all parts of the facility with the exception of the Front Office and the small counselling room at the end of the northern passage.

28 The hirer is aware that the facility is within or near a residential area and the hirer must ensure that all people attending the facility refrain from any behaviour which could be reasonably interpreted as disturbing the neighbours or infringing on a person's property and/or rights.

29 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.

30 The hirer must ensure that guests park only in the designated carpark or on the street. Parking on lawns or nature strips is not permitted.

31 Neither the Parish nor the Property Trust accept any responsibility for private property left in the facility.

Use of the kitchen

32 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, and
- (d) the refrigerator is left switched on.
- (e) the urn/boiling water unit is switched off.

Activities and entertainment

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

Alcohol

- 37 Alcohol must not be served at an event without the written consent of the booking officer. The booking officer may withhold such consent at his/her absolute discretion.
- 38 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.
- 39 Normal alcohol regulations apply. Alcohol must not be served to guests under 18 years of age.

Smoking

- 40 Smoking is not permitted in any part of the facility, nor within 15 metres of the facility.

Insurance

- 41 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.
- 42 Personal hirers may avail themselves of insurance cover through Anglican Diocesan Services.
- 43 Non-personal hirers must provide, at least three days prior to 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.
- 44 In this agreement **personal** means the hirer is a person or 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.
- 45 Tick one of the following boxes in relation to insurance.

I/we have arranged my/our insurances to cover the liabilities listed above and to indemnify the Property Trust and enclose evidence of the insurance (e.g. Certificate of Currency).

or

I/we request that the Property Trust arrange insurance to cover these liabilities to \$2 million and I/we agree to pay the premium calculated at \$25.00 per day. I/we accept that this insurance is subject to payment by me/us of the first \$500.00 for property damage.

- 46 The hirer confirms that I/we have read and fully understand and accept my/our responsibilities in entering into this hiring agreement.
- 47 **COVID-19 requirements:** During the COVID-19 situation the following are currently required
 - (a) There are currently no COVID density limits applied in the ACT

- (b) All relevant surfaces and touch points must be cleaned after the activity (sanitising and cleaning/disinfectant materials will be provided and will be located on the kitchen bench)
- (c) Any requirements advised by the ACT Government from time to time must be followed when and where applicable.

You will be advised if these requirements change.

Signed on behalf of the Parish

.....
Signature of authorised representative

.....
Date

Signed on behalf of the Hirer

.....
Signature of authorised representative

.....
Date