



# ST ANDREW'S UNITING CHURCH BENDIGO-AXEDALE

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## Form: Booking Form for Facilities in St Andrew's Halls Complex

### Information and Hire Agreement

St Andrews Uniting Church has the following facilities which can be hired according to the advice provided in this information sheet.

Facility	Comment
The Main Hall	Has a stage, direct access to Main Kitchen
The Meeting Room	Direct access to Main Kitchen
The Main Kitchen	Hired separately
Merl's Room	Includes use of Small Kitchen
The Randall Room	Has kitchenette, cooling, heating, projection screen
The Small Hall	Includes use of Small Kitchen
The Small Kitchen	Not hired directly
The Games Hall (External)	No water or access to kitchen facilities

### ROOM HIRE CHARGES

The standard rate for the hiring of facilities is **\$30 per hour for an occasional user** and **\$25 per hour for a regular user** (plus GST). A "regular user" is a hirer who books and uses facilities at least four times in a year. PLEASE NOTE:

- Charges for hiring the Main Hall are double the standard rate, i.e \$60 / \$50 per hour.
- Uses by the Uniting Church are either without charge or at 50% of the normal charges.
- Charge for the Games Hall is 80% of the regular rate, i.e. \$24 / \$20 per hour.
- Should St Andrews have to move a booking from one facility to another one at short notice, the hire fee may be waived completely.
- The GST (10%) must be added to all charges mentioned in this document.

### KITCHEN FACILITIES HIRE CHARGES

- The hiring charge for The Randall Room includes access to and use of its kitchenette facilities.
- The hiring charges for The Small Hall and Merl's Room include access and use of the facilities of the Small Kitchen.
- The Main Kitchen is equipped with facilities for groups wishing to self cater morning tea/afternoon tea/supper. Fees are as follows.

	Half Day (less than 4 hours)	Full Day (over 4 hours)
0-50 people	\$10	\$15
50+ people	\$20	\$30

### PAYMENT

Hiring Fees shall be paid in accordance with invoices issued by the church's representative. Methods of payment are on the invoice. Payment cannot be made in cash.

## **CONDITIONS OF HIRE**

### **1. Bookings and Fees**

- a) Applications for hire are to be made by completing the form provided. Before signing the form, the Hirer must have read and understood the Conditions of Hire. The form must be signed by a person aged 18 years or older. Where the application is made on behalf of a company or organisation, the Applicant must state the name of the company or organisation and the authority the Applicant has for making such an application. The Church reserves the right to refuse any application.
- b) The Hirer (or a representative in the case of a company or organisation) must remain at the Hall Complex and Rooms throughout the entire active Hire Period.
- c) The Hirer does not have access to the Hall Complex and Rooms outside the approved Hire Period which is determined at the time the booking is confirmed.
- d) If the Hirer cancels a confirmed booking, no fee will be charged if the area booked is re-hired. If the area booked is not re-hired, a \$20 cancellation fee may apply.
- e) Occasional Hirers must provide written notice at least one week in advance to terminate their booking. Failure to do so will result in the imposition of a \$20 cancellation fee.
- f) Rehiring to Occasional Hirers is in the absolute discretion of the Church.
- g) This hire agreement is not transferable.
- h) The Hirer must, at all times during the Hire Period, hold a current Public Liability Insurance Policy, for not less than \$5 million (for any one event) with an insurer approved by the Church. Proof of policy (and its currency) must be provided to the Church upon signing the application, or at any time upon request by the Church.  
If the Hirer is unable to secure their own insurance, the Uniting Church in Australia can arrange cover for Occasional Hirers at a minimum cost of \$55 per session upon request.
- i) The Hirer agrees to indemnify and to keep indemnified, the Church, its servants, agents and Invitees:
  - i. From and against all damages costs, actions claims and demands which may be sustained or suffered by them arising out of the use of the Hall Complex and Rooms by the Hirer, its servants, agent or Invitees.
  - ii. From and against all liability in respect of injury or damage to any third person from any conduct, act or omission by the Hirer, its servants, agents or Invitees.
  - iii. From any loss or damage sustained by the Hirer, Invitees, or any person supplying any article or thing to the Hirer, by reason of any such article or thing being stolen, damaged or lost.
- j) Without limiting clause 1 a, the Church reserves the right to refuse to hire, or otherwise grant use of the Hall Complex and Rooms, if: it reasonably believes an Applicant intends, or an event occurs in order to, discredit, defame, express hatred or animosity towards, inflict injury on, or incite contempt for, an individual or organization; or the Church considers that the beliefs of the Applicant are offensively contrary to the core beliefs of the Church.  
If such an Applicant actively misleads the Church regarding the purpose of hire, the Church will deem the booking to be unauthorised and in breach of these Conditions of Hire, and has the right to cancel the booking at any time, right up to or during the event. If this occurs, monies paid will not be refunded, and the Church will not be liable to compensate the Hirer for any loss incurred.
- k) The Church reserves the right to vary the Conditions of Hire upon one month's notice, or increase the rate of hire upon three months' notice. If the Church does so, the Hirer has the right to terminate the hire agreement by providing one month's notice, within one month of being informed of the variation or increase. The Church may waive a fee if in the opinion of the Church or its representative the hirer is inconvenienced due to a late change in facility availability.

### **2. Safety and Security**

- a) The Hirer is responsible for the safety of its Invitees and the supervision of all of its activities throughout the entire Hire Period.
- b) The Hirer is responsible for the security of the Hall Complex and Rooms if the Hire Period extends outside of Office Hours. It is highly recommended that once all Invitees have arrived, the Hirer locks all external doors, so as to ensure no unauthorised persons enter the Hall Complex and Rooms.
- c) The Church's Administrative Officer and other representatives of the Church have the authority to convey directions to the Hirer and Invitees. The authority of the Church's Administrative Officer and other representatives of the Church, includes, but is not limited to, requesting behavior modification in circumstances of unsafe, inconsiderate or inappropriate behavior. For safety and security reasons, the Church's Administrative Officer or other representatives of the Church may, at their discretion, cause the doors to the Hall Complex and Rooms to be closed and/or refuse admission to any person or terminate any function that has become disorderly.
- d) The Hirer must be familiar with the emergency evacuation routes as displayed in each Hall/Room. Where an event occurs outside of Office Hours, the Hirer must also be familiar with the firefighting and other emergency equipment in the Hall Complex and Rooms.
- e) All passageways, aisles and exits must be kept clear and useable at all times.
- f) Before departure, the Hirer must ensure that the heating or air-conditioning and all lights (with the exception of security lights) are turned off.
- g) The Hirer must ensure the Hall Complex and Rooms is totally secured on exit. This includes closing all windows and locking all five of the external doors. If one or more groups are using the Hall Complex and Rooms concurrently, the last group to leave the Hall Complex and Rooms is responsible for locking up.
- h) The Hirer must report any accidents or injuries that occur at the Center to the Church's Administrative Officer as soon as practicable.

### 3. Access and Use of the Hall/Rooms

- a) Different groups may be using other areas of the Hall Complex and Rooms at the same time as your Hire Period. Hirers and their Invitees must respect other users, and must not interfere or disrupt their activities, or be a nuisance to them or the occupants of any neighbouring properties. In particular, the Hirer must ensure noise levels are kept to a minimum.
- b) The Hirer must not permit or cause any act or thing to be done which may injure or offend against the reputation or principles of the Church or breach any law.
- c) The Hirer is responsible for opening and closing the Hall Complex and Rooms outside Office Hours. An electronic key card will be issued to the Hirer on the following conditions:
  - i. The electronic key card is active for the period the facility has been hired.
  - ii. Regular users may retain their electronic key card to facilitate their next use of the facility.
  - iii. An occasional user should return their electronic key card to the Church office. (The card will be remotely "wiped" and so will not allow future access to the facilities.)
- d) The Hirer is responsible for setting up and packing away the hired Hall/Room to meet their requirements. In doing so, the Hirer is only permitted to use such items that have been approved in advance by the Administrative Officer or another representative of the Church..
- e) The Hirer must not store any equipment in the Hall Complex and Rooms, unless the prior approval of the Church's Administrative Officer is obtained.
- f) The Hirer must ensure that all areas used, including the kitchen and toilets, are left in a thoroughly clean state, suitable for immediate use.
- g) No furniture, fixture or ladders shall be stood on or climbed.
- h) Any part of the Building and any fittings or fixtures must not be structurally altered, pierced by nails, screws or hooks, or damaged by any other manner.
- i) Any loss or damage to the Building, furniture, appliances fittings or fixtures, must be reported to the Church's Administrative Officer as soon as practicable. The Hirer will be liable for any expense reasonably incurred in repairing or replacing the property, furniture, appliance, fitting or fixture.
- j) The Hirer shall make itself familiar with, and shall comply with, all Church policies, including, without limitation, those relating to the use of the kitchen and kitchen supplies; the consumption of food and drink in the Hall Complex and Rooms; the use and arrangement of furniture in the Hall/Room; the attachment of signs and advertisements on the Building; and the disposal of rubbish.
- k) Access to the Hall Complex (not including the Games Hall) is by a door near the Small Kitchen which has an electronic lock. A key card will be issued to hirers. The key card is the property of St Andrews Uniting Church and unless specific approval has been given otherwise, should be returned to the Administrative Officer.

### 4. Regulations

- a) The Hirer must conform to the requirements of all applicable Acts, Rules, Regulations, Laws and By- laws, and is liable for the breach of any such Act, Rule, Regulation, Law or By-law.
- b) Alcohol may not be consumed in the Hall Complex and Rooms.
- c) Smoking is not permitted in the Hall Complex and Rooms.
- d) Animals are not permitted in the Hall Complex and Rooms, except where the animal is trained to assist people with disabilities.
- e) In the event of a dispute between the Hirer and the Church in relation to the interpretation of these Conditions of Hire, or any matter contained, the decision of the Minister of St Andrews Uniting Church shall be final.

### 5. Definitions

Throughout the Conditions of Hire, the terms below have the following meaning:

- a) **Building:** This includes the floor, walls, doors, curtains, garden, fence and landscaping of the Hall Complex and Rooms.
- b) **Hall Complex and Rooms:** The facility located at 26 Myers Street Bendigo not including the Church building.
- c) **Church:** This refers to the St Andrews Uniting Church Council.
- d) **Administrative Officer.** A person appointed by the Church to perform managerial tasks. This may include members of the St Andrews Uniting Church Council or the St Andrews Uniting Church Property and Finance Committee.
- e) **Hall/Room:** The Hall or Room at the Hall Complex and Rooms made available for hire.
- f) **Hire Period:** The period of time over which the Hirer has access to the Hall Complex and Rooms. The Hire Period includes the set up, dismantling and cleaning up period.
- g) **Hirer:** The person who signed the application form.
- h) **Invitee:** A person who is invited, either directly or indirectly, by or on behalf of the Hirer to enter the Hall Complex and Rooms at any time during the Hire Period. This definition extends to include persons who accompany a person so invited, such as a driver or carer.
- i) **Occasional Hirer:** A Hirer that does not hire the Hall/Room on a regular basis (less than four times per year).
- j) **Office Hours:** Monday 10am to 1pm, Wednesday 10am to 3pm, Thursday 10am to 2.00pm.
- k) **Person:** Any individual, company or organisation.
- l) **Regular Hirer:** A Hirer that hires the Hall/Room on a regular basis four or more times. This definition is not applied retrospectively.

## HIRE AGREEMENT

I/we hereby confirm that I/we have read & fully understand & accept my/our responsibilities, as summarised in the Conditions of Hire listed above in entering into this hiring agreement. It is best to discuss this agreement with the Administrative Officer who will confirm the hiring fee.

I/we have arranged my/our own Public Liability Insurance consistent with 1 h) and 1 l) above in the Conditions of Hire and enclose evidence of this arrangement by way of Public Liability Certificate of Currency.

Or

I/we request that the St Andrews Uniting Church to arrange insurance to cover these liabilities to \$5,000,000 & I/we agree to pay the premium calculated at \$55.00 which covers up to two days. I/we accept that this insurance is subject to payment by me/us of the first \$500.00 for any property damage.

**I/we wish to hire (please tick):**

- |  |  |
|--|--|
| <input type="checkbox"/> The Main Hall (access to Main Kitchen)    | <input type="checkbox"/> The Randall Room (includes kitchenette) |
| <input type="checkbox"/> The Meeting Room (access to Main Kitchen) | <input type="checkbox"/> The Small Hall (includes Small Kitchen) |
| <input type="checkbox"/> The Main Kitchen                          | <input type="checkbox"/> The Games Hall                          |
| <input type="checkbox"/> Merl's Room (includes Small Kitchen)      |  |

**Date(s) of Hire:** \_\_\_\_\_

**Hiring Fee (if known):** \_\_\_\_\_

**Start time:** \_\_\_\_\_ **Finish time:** \_\_\_\_\_

**Name of Hirer:** \_\_\_\_\_

**Nature of Hire/Use:** \_\_\_\_\_

**Furniture or Equipment Required:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Position in organisation (if applicable):** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Signed by the Hirer:** \_\_\_\_\_ **Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_

**Contact for emergencies: Dr Dean Shirley 0458877044 or Naomi Boyd 0434730900**