



The Uniting Church in Australia – Synod of Victoria and Tasmania

St Andrew’s Uniting Church Bendigo-Axedale

26 Myers Street, Bendigo, Victoria. 3550

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HIRER AGREEMENT

PARTIES

Name (the Church) **St Andrew’s Uniting Church Bendigo-Axedale** on behalf of The Uniting Church in Australia Property Trust (Victoria) **Contact Person: Ms. Naomi Boyd**

Name (the User) _____

Details Contact Person: _____

Address: _____

Email: _____

Phone: _____

THE PARTIES AGREE:

- A. The Church is the owner of the property at 24 to 26 Myers St Bendigo & 90 to 96 Mollison St Bendigo and all hired areas are on this property.
- B. The Church has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the hired area in accordance with this hirer agreement ('agreement') which includes the attached **Conditions of Use**.
- C. The User agrees to use and occupy the hired areas on the terms and conditions of this agreement for the permitted use of _____
(purpose of the group)

1. KEY TERMS OF AGREEMENT

1.1. Commencement Date and End Date

This agreement will continue for the term, commencing on ____/____/____ and ending on ____/____/____, subject to any earlier termination or extension granted in accordance with this agreement.

1.2. Hired Area(s) to be used

| Facility | Indicate with 'X' | Comment |
|-----------------------|-------------------|---|
| Main Hall | | Has a stage, direct access to Main Kitchen |
| Church | | Separate form required for weddings |
| Small Hall | | Includes use of Small Kitchen |
| Meeting Room | | Direct access to Main Kitchen |
| Randall Room | | Has kitchenette, projection screen |
| Merl's Room | | Includes use of Small Kitchen |
| Games Hall (External) | | No heating/air conditioning. Access to outside toilets. |
| Main Kitchen | | Hired separately, either with a room or stand alone |
| Small Kitchen | | Included with hire of Small Hall and Merl's Room |

*** All rooms (except Games Hall) have heating and air conditioning. Church has heating only.

1.3. Other areas or facilities _____



1.4. Scheduled Hours

Unless otherwise agreed between the parties, the hired area will be used only on the following days and times (*please complete eg Monday 4pm-5pm*):

Monday: _____ Thursday: _____ Saturday: _____
Tuesday: _____ Friday: _____ Sunday: _____
Wednesday: _____

Including / Excluding Public Holidays (*circle applicable*)
Including / Excluding School Holidays (*circle applicable*)

1.5. Hire Fees

The hire fee payable by the User will be calculated as follows (*circle applicable fee(s)*):

Room Hire

| Room(s) | Occasional User Fee | Regular User Fee |
|--|------------------------------------|------------------|
| Main Hall | \$66 per hour | \$55 per hour |
| Church | \$66 per hour | \$55 per hour |
| Small Hall, Meeting Room, Randall Room and Merl’s Room | \$33 per hour | \$27.50 per hour |
| Games Hall | \$26.40 per hour | \$22 per hour |
| Main Kitchen | See separate table below for costs | |

Kitchen Facility Hire

- The hiring charge for the Small Hall and Merl’s Room includes the use of the Small Kitchen.
- The Main Kitchen fees are as follows:

| | Half Day (less than 4 hours) | Full Day (over 4 hours) |
|----------------------|------------------------------|-------------------------|
| 0 - 50 people | \$10 | \$15 |
| 50 + people | \$20 | \$30 |
| Stand Alone | \$22 per hour | \$100 per day |

PLEASE NOTE:

- A “regular user” is a hirer who uses facilities at least **four times in a year**.
- Users hiring for an extended period may have their rates negotiated by the Church.
- Uses by the Uniting Church are either without charge or at 50% of the normal charges.
- Should St Andrews have to move a booking from one facility to another one at short notice, the hire fee may be waived completely.
- All prices include the 10% GST.

1.6. Public Liability Insurance

- Public Liability insurance Certificate of Currency provided (attach document)
- Request to apply for Hirers Insurance through Uniting Church for a one-off event (separate application form required for this)



1.7. Equipment Storage

At St Andrew’s only limited storage is available for user groups. Please list the items for which you would like to request equipment storage at St Andrew’s. Approval is required before equipment storage should begin.

| Room | Item | Description (including size) | Approval |
|------|------|------------------------------|----------|
| | | | |
| | | | |
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1.8. Option to Renew

This agreement may be renewed at the end of the term subject to both parties agreeing to the renewal, including new term and hire fee and there being no breach of this agreement. The User must give notice of its intention to renew no later than **3 months** before the expiry date of the term.

1.9. Termination

Either party may give written notice of the termination of this agreement for any reason, provided that **1 months’** notice is given. The Church may terminate the agreement immediately if the User is in breach of any of the terms of this agreement and fails to remedy the breach within 7 days of receiving a written notice specifying the breach.

1.10. Payment of Hire Fee

A. By bank direct deposit to Church:

Account Name: St Andrews Parish Bendigo-Axedale
BSB: 633 000
Account Number: 153 427 810
Reference: Your Group Name/Invoice Number

B. By cheque made payable to:

St Andrew’s Parish Bendigo-Axedale
Please send ‘Attention: Naomi Boyd’

1.11. Payment of Security Deposit

A security deposit of \$_____ (*insert amount*) **may** be required prior to the User’s occupation of the hired area as security against any damage or cost incurred as a result of the User’s occupation, particularly in relation to the use of audio/visual equipment. If there is no breach of conditions, damage or extra cleaning costs, the security deposit shall be returned in full to the User.

SIGNATURES

SIGNED by the **CHURCH** by its authorised Church Council representative:

Signature

Name and role

SIGNED by the **USER** by its authorized representative

The User acknowledges that they have received, read and understood the attached **Conditions of Use**.

Signature

Name and role

DATE of signing ____/____/____



CONDITIONS OF USE

The parties agree that for payment of the hire fee, the User and all persons acting on behalf of the User shall have the non-exclusive right to use and occupy the hired area for the User's permitted use for the term on the agreed days at the agreed times, on the conditions of use as set out below.

1. The following expressions will have the following meanings:

The Church means The Church Council of the Uniting Church Congregation having the control of the hired area and includes its ministers, members and employees and The Uniting Church in Australia Property Trust (Victoria).

The User means the person, group or organisation using the hired area, together with the representatives, office bearers and employees of the user.

A **regular user** is a hirer who books and uses facilities at least four times in a year.

The hired area means that part of the Church's property used or occupied by the User.

2. At all times during the term, the User must:

- (a) pay the hire fee on time, without demand;
- (b) only use the hired area for the permitted agreed use.
- (c) **comply with all laws affecting or relating to the User's use and occupation of the hired area, including but not limited to its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations;**
- (d) obtain and keep current all licences (including copyright licences), authorisations, permits (including any planning permit required for the User's permitted use), accreditations, professional indemnity insurance (if applicable) and any other approvals necessary to comply with the permitted use of the hired area;
- (e) comply with all rules or directions of the Church's representatives as notified to the User from time to time, including any safety rules or evacuation plans in existence which may be displayed in the buildings;
- (f) provide a safe environment to its guests, patrons and employees;
- (g) keep the hired area in a clean and tidy condition;
- (h) avoid any noise or action which will interfere with the Church's activities or neighbours;
- (i) avoid any action which is contrary to the Church's mission, reputation or activities in the community;
- (j) avoid any action which would cause damage or allow damage to the hired area or other Church property or which may invalidate or increase the premium of any Church insurance policy. Should any damage occur for any reason during the User's occupancy or use under this hire agreement, the User shall notify the Church as soon as practicable and pay on demand the reasonable costs of such damage or loss;
- (k) not permit the smoking of any substance, or the consumption of drugs within the hired area. Service or consumption of alcohol in the hired area is only permitted with prior written consent from the Church.
- (l) not to make any alterations or additions to the hired area.



- (m) leave the hired area securely closed and locked with all lights, heaters and other appliances turned off or as otherwise directed by the Church;
3. The User must have a Public Liability Policy of at least \$10,000,000. This Policy should be unlimited in the aggregate and note the interest of The Uniting Church in Australia Property Trust (Victoria). The User can apply for Hirer's Public Liability Insurance with the Uniting Church if the hired area is to be used for a maximum of 15 days per year.
 4. The User will indemnify and hold harmless the Church against all costs, liability, loss or damage caused to the Church as a result of:
 - (a) damage or injury to any property or person caused by the User, its employees, agents or invitees;
 - (b) a breach by the User of its obligations under this agreement; or
 - (c) any negligent act or omission by the User, its employees, agents or invitees in the performance of or in connection with the User's use and occupation of the hired area.
 5. **Property owned by the User and its invitees and brought into the hired area or stored on the property is at the User's sole risk. The Church will not be responsible or liable to the User for any loss or damage to such property occurring during or in connection with the User's use of the hired area.**
 6. The Church shall not be liable to the User for any loss or damage which the User may incur due to the hired area not being available to the User for any reason beyond the control of the Church.
 7. Hiring venues on this site does not grant any right to the hirer and associated invitees to parking on church grounds. Parking of cars must not be on reserved parking spaces. The Church shall not be liable to the User or invitees for any loss or damage which the User or invitees may incur due to parking on church grounds.
 8. The right of the User to use the hired area will not grant the User permission to use equipment in the hired area or to store the User's items in the hired area except as specified in this agreement and then only in accordance with any directions or approval given by the Church.
 9. The User warrants and undertakes to the Church that no use of the hired area will be for retail purposes and that the User will not do anything which will have the provisions of the Retail Leases Act 2003 (Vic) apply to this agreement.
 10. The User acknowledges that this agreement shall not be capable of assignment, transfer, subletting or granting of any interest to any other person by the User and the rights conferred by this hire agreement are personal to the User only.
 11. The User acknowledges that it has satisfied itself as to the state and condition of the hired area and the items used in the construction of the hired area, and the User covenants with the Church so it will not require the Church to carry out any works or repairs with respect to the hired area to make it fit for the intended use by the User.
 12. The User agrees that this agreement does not give rise to a leasehold interest in the hired area, only a short-term right of non-exclusive use in accordance with the terms of this agreement.
 13. The Church will take all reasonable steps to ensure that the User has quiet enjoyment of the premises.
 14. The User's use and occupation of the hired area under this agreement is granted subject to the Church's right to use that area, where required, for the purpose of funerals or other unforeseen or important church activity on the condition that a minimum of 3 days' notice is given by the Church.
 15. If a dispute arises regarding any matter under this agreement, the parties' representatives will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation using their best endeavours and acting in a spirit of co-operation.
 16. Terms 1.2 and 1.5 in this agreement may be reviewed at any stage, at the request of either party, and may be amended with the consent, in writing, of both parties.
 17. A Party may execute this agreement by signing any counterpart and all counterparts constitute one document taken together
 18. The Church may change rates of hire at any time but will give at least 3 months' notice to a current hirer.