

## HIRE OR USE OF CHURCH PROPERTY

The Diocesan Insurance program includes the use by Anglican Church groups of Church premises and property for purposes of Church/Parish activities. It also includes individuals wanting to hire property for personal events.

The liability of other persons, groups or companies who may use Church property is not included in the insurance program and it is important that, in hiring the property, they understand their responsibility. This extends not only to care and safe custody of the property but also to indemnification of the Church/Parish for any liabilities that arise from their activities.

The table below will assist you in determining how you should deal with each case.

**Important: S.40 of the Parish Governance Act 2013 as amended states that: “Except with the prior written authorisation of the Archbishop, the vicar and the churchwardens, a worship centre must not be used for any purpose other than public worship, the administration of the sacraments, the performance of the rites and ordinances of the Anglican Church or religious instruction or devotion.”**

**You should seek guidance from your Archdeacon in the first instance and then the Archbishop’s Office before agreeing to hire worship space for purposes other than authorised Anglican worship.**

Please direct enquiries regarding Hall Hire or insurance matters to [insurance@melbourneanglican.org.au](mailto:insurance@melbourneanglican.org.au)

Hirer	Action
<b>A:</b> Anglican Church Group	<p>Activities which are auspiced by your Parish Council or another Parish Council within this Diocese are covered under public liability and voluntary workers’ insurance.</p> <p>In order to meet this condition, the Parish Council minutes of a meeting need to record that this is an authorised activity of the Parish and that the Parish Council (or their delegate) has effective control of the activity.</p> <p>If it is an ongoing activity auspiced by one Parish and held in the buildings of another Parish, then a licence agreement should be drawn up. <b>See Section D.</b></p>
<b>B:</b> Person or Individual for personal use, e.g. birthday party, family celebration.	<p>Hirers must complete a formal agreement as set out in the <b>Short Term Hire Agreement</b> included in this document. In doing so, the expectations of the Parish are clear and the Hirer acknowledges their responsibility in ensuring that the property is left as it was found.</p> <p><b>Hirers must purchase their own public liability insurance from <a href="http://www.anglicanhalls.com.au">www.anglicanhalls.com.au</a> to ensure they have \$5m of cover. This is a condition of hire and cannot be waived.</b></p> <p>A Personal or Individual Hirer is a person or an unincorporated group meeting for a purpose which is non-commercial, non-political, and not for a “cause/crusade”, where the meeting is not open to the general public and the hirer does not already have a public liability policy. Examples of such activities are:</p> <ul style="list-style-type: none"> <li>• A private birthday party, celebration, wedding reception</li> <li>• Dance practice not associated with a dance school or lessons and no fees are charged</li> <li>• Friends who want a venue to read plays/poetry etc (but not rehearsals for a show)</li> <li>• Knitting or other craft-minded people who meet to compare work and ideas</li> <li>• Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere)</li> <li>• Informal support/self-help groups</li> </ul>
<b>C:</b> Non-Church group or club, company, government body or other group for a one-off, occasional or short-term hire (up to one month)	<p>The facilities can only be hired when the Hirer has entered into the <b>Short Term Hire Agreement</b> included in this document. You may wish to incorporate additional clauses.</p> <p>In summary, the Agreement places all responsibility on the Hirer, including for purchase of their own Public Liability Insurance for at least \$10 million. Evidence of this (a Certificate of Currency issued by the insurer) must be sighted by the Parish before the hire period commences.</p>
<b>D:</b> Non-Church group or club, company, government body or other group for medium, long-term or indefinite use.	<p>The facilities can only be hired when the Hirer has entered into a Licence or Lease Agreement with the Diocese.</p> <p>Please contact Judy Van at <a href="mailto:property@melbourneanglican.org.au">property@melbourneanglican.org.au</a> for assistance.</p>

# SHORT TERM HIRE AGREEMENT

Please choose one option:

- A:** Anglican Church Group
- B:** Personal / Individual
- C:** Non-Church group, company/business, etc

Owner: Melbourne Anglican Trust Corporation

Hirer: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Company/Organisation: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Parish: \_\_\_\_\_

Parish Representative: \_\_\_\_\_

Description of Facility: \_\_\_\_\_  
\_\_\_\_\_

Nature of Hire or Use: \_\_\_\_\_  
\_\_\_\_\_

Date(s) of hiring From: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_\_ am/pm  
To: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Time: \_\_\_\_\_ am/pm

Hiring Fee: \$ \_\_\_\_\_

Bond: \$ \_\_\_\_\_

## The Hirer agrees to the following conditions:

### General:

1. The Parish Representative reserves the right to access all parts of the property to monitor events at any time to ensure they are consistent with Parish policies and values.
2. The Hirer will pay the hiring fee and bond in the manner and time agreed prior to the commencement of the hire period.
3. The Hirer is not to permit smoking within or around the facility.

### Access:

4. Access to the facility cannot commence before the stated start time and must finish by the stated end time.
5. Evening functions should conclude by 12:00 midnight and the facility must be vacated by 1:00am.
6. All lights, fans, heaters/air conditioners and other electrical equipment must be switched off before vacating the facility.
7. The Hirer will create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
8. Noise (music etc) must be contained within the requirements of municipal and government regulations.
9. The Hirer and guests are only to use the part of the facility hired. This does not extend to other areas unless by prior arrangement. It is the Hirer's responsibility to inform their guests of this requirement.
10. The Hirer undertakes not to remove anything owned by the Parish from the facility.
11. The Hirer agrees to lift (not drag) anything moved within the facility and to return it to its original position.
12. The Hirer agrees not to use any exhibits or decorations in the facility without the prior agreement of the Parish Representative.
13. The Hirer undertakes to secure all windows, doors and gates on vacating the facility.
14. The Hirer will return any keys to the Parish Representative in the manner and at the time agreed.
15. Subletting of the facility is not permitted.
16. Parking on Parish property is not permitted unless by prior arrangement with the Parish Representative.  
All vehicles are parked at their' owner's risk.

**Cleaning:**

- 17. The whole facility must be left in a satisfactory and clean condition (including toilets, floors, kitchens, whiteboards and outside areas).
- 18. The Hirer agrees to place all rubbish in the outside bins or remove rubbish from the premises altogether if the bins are full.

**Alcohol:**

- 19. Under no circumstances shall alcohol be sold, unless a temporary liquor licence has been obtained from the Victorian Commission for Gambling and Liquor Regulation. This licence must be sighted by the Parish Representative before the Hire period commences.
- 20. Alcohol is not to be served to persons under 18 years of age.

**Insurance (refer to option selected at top of Hire Agreement and Guidelines Document):**

- 21. Category A Hire: Public Liability insurance of up to \$20,000,000 is already in place for Anglican Church groups.
- 22. Category B Hire: The Hirer agrees to purchase Public Liability Insurance from [www.anglicanhalls.com.au](http://www.anglicanhalls.com.au) for each occasion of hire. **The parish must sight evidence of this insurance before access to the premises is allowed.**
- 23. Category C Hire: The Hirer agrees to effect and keep in force public liability insurance cover 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 Representative evidence thereof.

**Liability:**

- 24. The Hirer will do no damage to the facility, its furniture and furnishings, accessories or environs and will report to the Parish within seven days any loss or damage to property and will pay for its repair or replacement.
- 25. The Hirer agrees to notify the Parish Representative of all injuries arising out of the Hirer’s use of the facility within seven days of becoming aware of the injury.
- 26. Persons hiring or using buildings and other property of the Anglican Church accept responsibility for the safe custody of the property during the term of the hire or use. The Hirer indemnifies the Owner and the wardens and parish councillors 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.
- 27. The Owner is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer’s use of the facility. The Hirer will release the Owner from any claim made against the Owner arising out of, and in connection with, or caused by, the Hirer’s use of the facility.
- 28. The Owner will not be responsible for the acts or omissions of contractors engaged by the Hirer. The Owner requires that the Hirer ensures that all contractors (e.g. caterers) have public liability insurance.
- 29. The Hirer agrees not to carry out, in or about the facility any illegal activity and to comply with all laws in relation to the use of the Licensed Premises.

**Acknowledgement by Hirer**

- 30. The Owner makes no guarantee or representation to the Hirer about the condition of the facility or its suitability for the Hirer’s purpose. The Hirer acknowledges that they have inspected the facility and it 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.
- 31. The Owner accepts no responsibility for private property left at the facility.

I/we hereby confirm that I/we have read and fully understand and accept my/our responsibilities, as summarised above, in entering into this Hire Agreement.

Signed on behalf of the Owner: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed on behalf of the Hirer: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**OFFICE USE ONLY**

Bond: \$ \_\_\_\_\_ Hire Fee: \$ \_\_\_\_\_

Paid: \_\_\_\_/\_\_\_\_/\_\_\_\_  Cash  Cheque  Bank deposit  Card  EFTPOS

Keys collected: \_\_\_\_/\_\_\_\_/\_\_\_\_ Returned: \_\_\_\_/\_\_\_\_/\_\_\_\_

Insurance required:  Yes  No Sighted: \_\_\_\_/\_\_\_\_/\_\_\_\_

Liquor licence required:  Yes  No Sighted: \_\_\_\_/\_\_\_\_/\_\_\_\_