

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

Hirer	Action
A: 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. See Section D.</p>
B: Person or Individual for personal use, e.g. birthday party, family celebration.	<p>It is advisable to ask for a formal agreement as set out in the Short Term Hire Agreement 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>Individual hirers such as these are covered by the Diocesan Hall Hirer's insurance policy. There is no need to charge a fee for this insurance.</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"> • A private birthday party, celebration, wedding reception • Dance practice not associated with a dance school or lessons and no fees are charged • Friends who want a venue to read plays/poetry etc (but not rehearsals for a show) • Knitting or other craft-minded people who meet to compare work and ideas • Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere) • Informal support/self-help groups
C: 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 Short Term Hire Agreement 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>
D: 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 propertymgt@melbourneanglican.org.au 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: St George's Malvern

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: Public Liability insurance of up to \$2,000,000 is already in place for personal hire of the facility.
- 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.

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: ____/____/____

MEMORANDUM OF HIRE OF FACILITY – Two copies of this contract should be signed by the Hirer and counter-signed by the Church Wardens. One copy will be given to the Hirer and one retained by St George’s.

PUBLIC LIABILITY INSURANCE – St George’s requires proof of Public Liability Insurance from all Hirers. For non-commercial users, this can be provided for a fee through The Anglican Diocese of Melbourne.

THESE RATES ARE SUBJECT TO THE CONDITIONS SET OUT IN THE MEMORANDUM OF HIRE OF FACILITY

THE BOND WILL BE RETURNED AFTER THE CARETAKERS REPORT

PLEASE NOTE: A CLEANER WILL BE REQUIRED FOR ALL HIRES

IF THE FACILITY IS NOT VACATED BY THE CONTRACTED TIME, AN ADDITIONAL CHARGE OF MINIMUM TWO (2) HOURS WILL BE INCURRED AND DEDUCTED FROM BOND.

HALL	HALF DAY	\$200		
	FULL DAY	\$350		
Minimum of 4 hours for half day hire for the Hall plus \$75 per hour for every additional hour				
KITCHEN	HALF DAY	\$250	Additional Hour	\$100
	FULL DAY	\$375		
MEETING ROOMS (North, South, Tower)	PER HOUR	\$50		
	HALF DAY	\$175		
	FULL DAY	\$300		
MEETING ROOM (Meditation)	HALF DAY	\$75	Additional Hour	\$25
	FULL DAY	\$125		
TEA/COFFEE MAKING FACILITIES ONLY		\$50		
BOND (Refundable)				
MEETING ROOMS		\$150		
HALL		\$250		
INSURANCE - To be provided and produced by			<ul style="list-style-type: none"> • the Hirer or • for the Individual Hirer \$25 per day plus \$10 administration fee from The Anglican Diocese of Melbourne 	
SET UP (IF REQUIRED) / CLEANING		\$45 per hour		
CARETAKER		\$45 per hour		
HIRE OF PROJECTOR OR PA SYSTEM		\$50		

FREQUENTLY ASKED QUESTIONS

Q: How many people can be seated in the hall and meeting rooms?

A: **Hall** – There are chairs and tables to seat 150 people in theatre style or 100 people for a sit-down meal. Larger numbers can be accommodated for informal events.

North Meeting Room has 4 trestle tables and 20 chairs and can seat up to 20 people in theatre style or boardroom set up.

South Meeting Room has 4 trestle tables and 40 chairs and can seat up to 40 people in theatre style or 20 people in a boardroom set up.

Tower Room has 2 trestle tables and 12 chairs and can seat 20 people in theatre style or up to 15 people in a boardroom set up.

Meditation Room has 2-4 chairs and can seat 2-4 persons.

Please arrange your own movers, if more than 100 chairs are required. If additional tables and chairs are required, St George's staff can set them up for a fee.

The meeting rooms have kitchenettes with tea and coffee making facilities.

Q: Can I set up tables, chairs etc. myself?

A: Yes, within the room only. Transportation of furniture from other areas can be done by St George's staff only and prior arrangement is required. Setup fee at a minimum of one hour will be charged.

Q: Can I do my own cleaning?

A: For sanitary reasons, cleaning can only be done by St George's staff. A minimum of one hour will be charged.

Q: Can I come in before the event to decorate?

A: Yes, but the additional time will be charged.

No open flames/candles are allowed and no adhesive on the walls.

Q: What catering facilities are there?

A: There is a full commercial kitchen. However, glassware, crockery etc. should be supplied by the hirer or your caterer.

Q: Are the facilities available on Sundays?

A: On Sunday mornings the facilities are not normally available, but it may be possible to use them in the afternoon and evening. On Sunday mornings, the Tower and North rooms may be available.

Q: Is parking available?

A: Yes, there is on-site parking for 36 cars with on street parking also available.