St Margaret's Anglican Church Eltham

MEMORANDUM OF HIRE OF FACILITY

Owner Melbourne Anglican Trust Corporation
Manager: St Margaret's Anglican Church, 79-81 Pitt St, Eltham, Vic 3095
ABN : 19 171 109 073

Hirer Name:	
Address:	
Ph.	
Email:	
Parishioner	
Date (function)	
Type of Function:	

Time – including set up	**Completion - including clean-up**

Rental Space	**Hire Fee (office use only)**
Hall	
Church	
Other	
Cleaning - (mandatory)	$100
Bond (if applicable)	$300
TOTAL PAYABLE	

Acknowledgement by Hirer

The Hirer acknowledges that the facility 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.

The hirer ensures that the facilities are left in the condition in which they are presented, including checking all bathrooms & kitchen. If there are any concerns the manager must be contacted.

Indemnity

The Hirer hereby indemnifies the Owner, 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.

Personal Hire Agreement

(Personal hire for Personal use)

Persons hiring or using buildings & other property of the Parish accept responsibility for the safe custody of the property during the term of the hire or use. They are required to indemnify the Parish for any liability arising from the hire & use of the buildings &/or other property.

I/we hereby confirm that I/we have read & fully understand & accept my responsibilities, as summarised above, in entering into this hiring agreement.

☐ We have arranged Public Liability insurance through the Anglican Diocese of Melbourne to cover any liability that may occur.

I acknowledge I have read the "Personal Hire Agreement" and acknowledge the conditions therein of the Public Liability insurance. ☐
I acknowledge I have read the "Obligations of the Hirer" & "Checklist for Premises Users" and agree to all conditions. ☐
Signed by the Hirer: **Date:**

Hirers' Banking Information for refund of BOND

Bank ……

BSB …….

Account Number ……..

<u>Banking Details: St. Margaret's Anglican Church</u>

Bond Account: St. Margaret's Eltham Bond Security Account
BSB: 703 122
Account No. 0500 9391

Rental Account: Anglican Development Fund
BSB: 703 122
Account no. 0500 9496

CFA Code Red Day

As part of the St Margaret's Duty of Care an automatic cancellation of function / event hire will be invoked should the CFA declare a 'Code Red Day' on the day of your function / hire. Your hire fee will be refunded.

Obligations of the Hirer

1. To pay the hiring charges in the manner and time agreed.
2. The Hirer shall deposit the requisite amount of Bond charged as a guarantee of fulfilment of all terms and conditions, and as security against damage or extra cleaning. The Hirer shall be liable to pay any further amount in excess of such bond on demand by the Parish, to meet the full cost of such damage or extra cleaning.

   Should the Hirer not fulfil the terms and conditions then the bond shall be forfeited. If there is no breach of conditions, damage or extra cleaning costs the bond shall be returned.

   Bond monies may be forfeited unless written advice of cancellation of booking is received **two weeks** prior to booking date.

   If the Hall Manager, or any officer of the Parish deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.

   To respect the rights of residents in the area of the facility, all guests are to be instructed to disperse quickly, quietly and with respect for the residents when leaving. Any complaints from the residents may result in the bond being forfeited.
3. The volume of amplified music will be kept to acceptable levels in accordance with the Environmental Protection Act. **All music must be turned down by 11:00 pm.**

   Note that under this Act, if police are called out regarding noise levels on the second occasion, they will impose a fine, this to be paid by the Hirer.
4. No naked flames anywhere in the hall or foyer – if candles are needed they are to be electronic.

5. Incense can only be used if in a protective holder. No incense is to be placed on the floor under any circumstances.
6. Hirers may use the kitchen facilities in accordance with the following:
    - must leave the area clean after use
7. To leave the whole facility in a satisfactory and clean condition.
8. To remove all rubbish from the premises.
9. The outside area including the children's play area can be used with parental supervision.
10. Not to remove anything owned by the Parish from the facility.
11. To lift (not drag) anything moved within the facility and to return to its original position.
12. The parquet floor is kept in good condition.
13. **<u>No exhibits or decorations to be fixed to the mud brick walls.</u>**

14. To do no damage to the facility, its furniture and furnishings, accessories or environs and to report to the Hall Manager any loss of damage to property and to pay for its repair or replacement.
15. No stones are to be removed from the labyrinth and children are to be dissuaded from going there.
16. Not to enter or permit any person to enter any area other than the facility which is the subject of this agreement.
17. Not to permit smoking within the facility or within 4 metres of the entrance.
18. Not to sell liquor on the premises. The hirer is reminded that it is an offence to serve liquor to minors.
19. To switch off all lights, fans, heaters/air conditioners and other electrical equipment before vacating the facility.
20. To secure windows and doors on vacating the facility.
21. To return any keys to the Hall Manager in the manner and at the time agreed.
22. Regular renters must produce documentation to show public liability insurance cover for an amount not less than $20,000,000 which shall include the following extensions :-
    - Liability for loss of or damage to property of the owner

- Indemnity for claims made against the owner arising out of the negligence of the Hirer

23. Evening functions must conclude by 12:00 midnight and the premises must be vacated by 1:00 am. The facility must be left in a satisfactory and clean condition and all rubbish removed from the premises. Nothing is to be dragged over the floor so that the parquet floor is kept in good condition.
24. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
20. Not to carry out in or about the facility any illegal activity.
21. St. Margaret's Church and Eltham is a quiet residential area. Very seldom do we experience any adverse activities. Should this occur it is your responsibility to contact the local police (Ph. 94304500) if deemed necessary.