

MEMORANDUM OF HIRE OF FACILITY

Owner Melbourne Anglican Trust Corporation

Hirer Name _____
 Address _____

Parish Facility

Parish Representative

Description of Facility

Date(s) of hiring From: _____ to: _____

Hiring Fee \$

Obligations of the Hirer

1. To pay the hiring charges in the manner and time agreed.
2. To leave the facility in a satisfactory and clean condition (including any black/white boards).
3. To remove all rubbish.
4. Not to remove anything owned by the Parish from the facility.
5. To lift (not drag) anything moved within the facility and to return to its original position.
6. Not to use any exhibits or decorations in the facility without the prior agreement of the Parish Representative.
7. To do no damage to the facility, its furniture and furnishings, accessories or environs and to report to the Parish any loss of damage to property and to pay for its repair or replacement.
8. Not to permit smoking within the facility.
9. To switch off all lights, fans, heaters/air conditioners and other electrical equipment before vacating the facility.
10. To secure windows and doors on vacating the facility.
11. To return any keys to the Parish in the manner and at the time agreed.

12. To effect and keep in force public liability insurance cover at the Hirer's expense for an amount not less than \$5,000,000 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
- and to produce to the Parish Representative evidence thereof.
13. Evening functions should conclude by 12:00 midnight and the premises must be vacated by 1:00 am.
14. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
15. Not to carry out in or about the facility any illegal activity.

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.

Indemnity

The Hirer hereby 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.

Signed on behalf of the Owner

Signed on behalf of the Hirer

Date:

HIRE OR USE OF CHURCH PROPERTY

The insurance program includes the use by Anglican Church groups of Church premises and property for purposes of Church/Parish activities.

The liability of other persons, groups or companies who may use Church property is not included in the 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 following table will assist you in determining how you should deal with each case:-

Hirer	Action
Other Anglican Church Group	None
Person or Individual for Personal use e.g. Birthday Party and family celebrations.	<p>You may feel it advisable to ask for a formal agreement as set out in the Memorandum of Hire of Facility included in this manual. At the very least you should advise them of their responsibilities for damage to the property, breakages and for liabilities arising from use of the hired facilities.</p> <p>If you choose the latter option, they are required to sign a copy of the Personal Hire Agreement as set out in this manual.</p> <p>Most Personal Hirers will avail of the option to extend our insurance program to cover their Public Liability risk. This extension is available on application by sending the original of the Personal Hire Agreement to the Diocesan Risk and Insurance Manager, prior to use, and upon payment of a premium of \$65.00 per day or as may be agreed with the Manager.</p>
Non-Church group or club, Company, Government Body or other group	<p>The facilities can only be hired when the Hirer has entered into the Memorandum of Hire of Facility. A copy of this Memorandum appears in this manual together with some optional clauses, any of which you may wish to incorporate into your specific Memorandum.</p> <p>Should you require a copy of these documents on disk, please contact the Diocesan Risk and Insurance Manager.</p> <p>In summary, the Memorandum places all responsibility on the Hirer, including for purchase of Liability Insurance.</p>

PERSONAL HIRE AGREEMENT

(♣Personal hire for ♣Personal use)

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. They are required to indemnify the Diocese for any liability arising from the hire and use of the buildings and/or other property.

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

☐ I/we have arranged my/our insurances to cover the liabilities listed above and to indemnify the Diocese and enclose evidence of this arrangement.

or

☐ I/we request that the Diocese arrange insurance to cover these liabilities to \$2 Million and I/we agree to pay the premium calculated at \$65.00 per day/\$..... per year. I/we accept that this insurance is subject to payment by me/us of the first \$250.00 for property damage.



Tick one box only

Date of Hire: **Nature of Hire/Use:**.....

Signed by the Hirer: **Date:**...../...../.....

Name of Hirer (please print):

Parish:.....

♣ **Personal means:**

The hirer is a person or an unincorporated group meeting for a non-commercial, non-political, non "cause/crusade" purpose where the meeting is not open to the general public and the hirer does not have a public liability policy. Examples of such activities are:

- *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 groups who like to meet to compare work/ideas*
- *Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere)*
- *Informal support/self-help groups*