

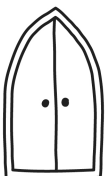


THE Norma Richardson Hall WOODEND

Terms & conditions for hire of facilities

Any Hire of the Facilities is subject to the following Terms and Conditions

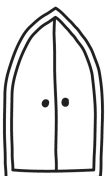
1. The hiring of facilities will not normally be permitted on a Sunday prior to 1:00 p.m. Priority in the use of all parish facilities is given to ministry needs. Priorities in this regard are to be determined at the discretion of the Rector.
2. The maximum capacity of The Norma Richardson Hall is 100 persons. To comply with our OH&S and insurance obligations, this capacity must not be exceeded at any time.
3. Smoking is specifically prohibited in all Church facilities.
4. Liquor shall not be sold on the premises. If liquor is to be served on the premises the Hirer is required to procure the appropriate [Liquor Licence](#) and provide a copy of same to the Hall Secretary. The hirer is reminded that it is an offence to serve liquor to minors.
5. The Hirer must notify the Hall Secretary if amplified music is to be played. In this event, the volume is to be kept to acceptable levels in accordance with the Environment Protection Act. All music must be turned down by 11:00 p.m. and turned off by midnight. Note that under the Act, if Police are called out regarding noise levels on the second occasion they will impose a fine.
6. Evening functions should conclude by 12:00 midnight and the premises must be vacated by 1:00 a.m.
7. All hirers must have their own public liability insurance against liabilities up to \$20,000,000.00, and extending to cover:
 - (1) Liability for loss of or damage to Church facilities or property; and
 - (2) Indemnity for claims made against the Parish arising out of the Hirer's negligence.The Hirer must show evidence of this insurance to the Hall Secretary or Rector prior to entering onto the premises or pay the required fee to be insured under diocesan policy.





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8. (1) The Hirer indemnifies the Parish on a full indemnity basis and to the full extent permitted by law against any and all claims against the Parish arising out of the activities of the Hirer whilst in the Facilities including, without limitation, any claims that arise due to the negligence of the Hirer or of any person permitted by the Hirer to be in the Facilities.
(2) This indemnity is enforceable against the Hirer as soon as a relevant liability comes into existence, without the need for the Parish to pay out any monies or incur any expense.
(3) This indemnity survives the termination and/or completion of this contract.
9. *If the Hirer requires a key to the facilities:*
 - (1) The Hirer must pay a deposit of \$50.00 cash to the Hall Secretary, who will then issue a key.
 - (2) The key must be signed out upon issue and signed in upon return, through the Hall Secretary.
 - (3) The Hirer must return the key to the Hall Secretary as soon as possible after the hire period, and the Hall Secretary will then refund the deposit.
 - (4) The Hirer must not make, nor permit to be made, any copy of the key.
 - (5) The Hall Secretary or the Rector may, in their absolute discretion, refuse to issue a key to any Hirer.
10. The Hirer must leave the facilities in a satisfactory and clean condition and must remove all its rubbish from the property. Failure to do so could result in forfeiture of the bond. (Please note that the general waste and recycle bins are for church use only).
11. If the Hall is hired for an event, a refundable bond of up to \$500 may be required.
12. If the facilities are not cleaned to the satisfaction of the Parish, the Parish will arrange for cleaning of the Facilities and the Hirer will be liable for the reasonable cost of cleaning which will be deducted from the bond.
13. Hirers must 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

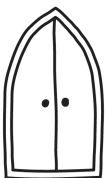


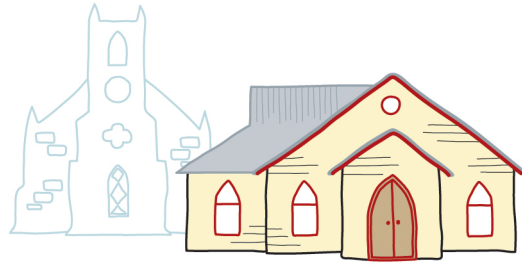


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the local residents when leaving. Complaints from the local residents may result in the bond being forfeited. If any representative of the Parish deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.

14. If the Hirer moves any equipment within the facilities, the Hirer must ensure that no damage is caused by moving the equipment (e.g., by lifting, rather than dragging), and must return anything moved to its original position.
15. The Hirer must not damage the Facilities, or any furniture, furnishings, accessories or environs of the Facilities. The Hirer may not attach, by any means, (including tape or blu-tac) any material to the walls, doors or windows of the facilities. The Hirer must report any damage to the Facilities to the Parish Secretary as soon as possible. The Hirer will be liable for the actual cost of repairs for any such damage, and the Parish may arrange for such repairs to be carried out without prior notice to the Hirer, and may deduct the cost of any such repairs from the bond.
16. The Hirer agrees not to carry out in or about the facility any illegal activity.
17. The Hirer agrees to read and familiarise themselves with the information, located on the wall in the kitchen, relating to exit and assembly points, fire extinguishers and fire blankets, the location of toilets, first aid and facility information.
18. The Hirer must switch off all lights, fans, heaters, air conditioners and other electrical equipment before vacating the facilities.
19. Bookings of the Facilities must be made on the appropriate booking/contract form through the Hall Secretary.
20. Payment shall be made in cash or bank transfer at the time of booking. Cheques may be accepted at the discretion of the Hall Secretary and only by prior arrangement. The Hall Secretary will issue a Receipt for payments received.
21. The booking contract creates a licence permitting the Hirer and other persons connected to or engaged in the Hirer's permitted activities to enter





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into and remain in the Facilities during the Hire Period. It does not create a lease or any other proprietary interest.

22. (1) Without prejudice to the exercise or availability of any other remedy for breach of contract, the Parish will be entitled to terminate the contract without notice to the Hirer if the Hirer breaches the Terms and Conditions of the Contract
(2) The Hirer or the Parish may terminate this contract on giving written notice to the other party five (5) clear business days before the date on which the contract is to terminate.
23. The applicable law is the law applying in the State of Victoria, and the courts exercising jurisdiction in the State of Victoria have exclusive jurisdiction in any matter arising under the contract.
24. Any notices required to be served under the contract may be served on a party either personally or by posting by pre-paid post to the address noted for the party above. If a notice is served by post it is deemed to be served on the date on which it would be received in the ordinary course of post.

Stephen Dye

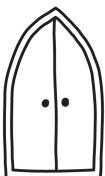
Hall Secretary

Anglican Parish of Woodend-Trentham

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