

HIRER AGREEMENT – CASUAL USER

DATE _____

PARTIES

- **Name**

Toorak Uniting Church on behalf of **The Uniting Church in Australia Property Trust (Victoria)**

Referred to as: (the **Church**)

Details Address: 603 Toorak Rd, Toorak VIC 3142
Email: office@toorakuc.org.au
Contact Person: Office Manager
Phone: 03 9829 0300

- **Name**

Referred to as: (the **User**) _____

Details Address: _____
Email: _____
Contact Person: _____
Phone: _____

Person responsible for payment: _____
Email: _____
Phone: _____

Is the User:

- A Registered Not For Profit organisation?
- Hiring for a private/family event?

THE PARTIES AGREE:

- A. The Church is the owner of the property at 603 Toorak Rd, Toorak VIC 3142 including the hired area described in clause 1.2.
- B. The Church has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the hired area in accordance with this hirer agreement ('agreement') which includes the attached **Conditions of Use**.
- C. The User agrees to use and occupy the hired areas on the terms and conditions of this agreement for the permitted use of: _____ (*specify User's purpose e.g. dance class, craft group*).

1. KEY TERMS OF AGREEMENT

1.1. Commencement Date and End Date

This agreement will continue for the term, commencing on (*date*) _____ and ending on _____ (*date*), subject to any earlier termination or extension granted in accordance with this agreement. (**NB. initial term to be no longer than 12 months**).

1.2. **Hired Area to be used**

The Church allows the User to use and access the hired rooms and spaces listed below and highlighted in red on the attached sketch plan being **Annexure A** (if applicable) and any specified furniture, fittings and equipment as follows:

Rooms and spaces

- Hall Faichney Room Wettenhall Room Church Space
- Kitchen Kitchenette Hallway / Gallery Office/Treatment Room
- Courtyard

The disabled/accessible toilets in the Faichney Room must be accessible to people with a disability. Hire of the Faichney Room is subject the disabled toilets being available at any time to people who need them.

Furniture and equipment

- Chairs Toilet facilities Tables Lectern Storage

Other included facilities/items: _____

1.3. **Access Schedule**

You may enter up to ten dates and times. Please use one line for each room being hired. Unless otherwise agreed between the parties in writing, the hired area will be used only on the following days and times:

Room	Date	Start Time	Finish Time	Approx. # attending

The User accepts that if hiring on a public holiday, the set-up and pack-up of the room will be entirely their responsibility.

1.4. **Hire Fee (to be completed by Church Office)**

The hire fee payable by the User will be calculated as follows:*

Hire Fee – Room 1	\$ _____	
Hire Fee – Room 2	\$ _____	
Hire Fee – Room 3	\$ _____	
Church Officer	\$ _____	Set-up / Pack-up / Open / Close
Cleaning Fee	\$ _____	TBC as advised by the cleaner
Bond or other expenses	\$ _____	
Total	\$ _____	

The Church conducts an annual review of its fees and reserves the right to increase the Hire Fee with one month's notice. *Toorak Uniting Church is registered for GST will issue a tax invoice to the User which will include any GST payable.

1.5. **Termination**

- (a) Either party may give written notice of the termination of this agreement for any reason, provided that 1 months' notice is given.
- (b) The Church may terminate the agreement immediately if the User is in breach of any of the terms of this agreement and fails to remedy the breach within 7 days of receiving a written notice specifying the breach.

1.6. **Payment of Hire Fee**

A. By bank direct deposit to Church (preferred)

A/C Name Toorak Uniting Church
 BSB 033-086
 Account 911892
 Reference Your Toorak Uniting Church invoice number

B. By cheque made payable to

Toorak Uniting Church
 Attention Bookkeeper
 603 Toorak Rd
 Toorak VIC 31042

C. By credit card (2.2% surcharge applies)

Please contact the Church Office on 02 9829 0300 to pay by credit card.

1.7. **Payment of Security Deposit**

A security deposit of _____ shall be paid (via payment method at 1.6) prior to the User's occupation of the hired area as security against any damage or cost incurred as a result of the User's occupation. If there is no breach of conditions, damage or extra cleaning costs, the security bond shall be returned in full to the User as follows:

Bank Account

User's Account Name _____
 BSB _____
 Account number _____ Reference: _____

SIGNING PAGE

SIGNED by the CHURCH by its authorised representative

Signature _____
Name and role _____
Date _____

SIGNED by the USER by its authorised representative

Signature _____
Name and role _____
Date _____

The User acknowledges that they have received, read and understood the attached **Conditions of Use**

For and on behalf of the User _____

Conditions of Use

The parties agree that for payment of the hire fee, the User and all persons acting on behalf of the User shall have the non-exclusive right to use and occupy the hired area for the User's permitted use for the term on the agreed days at the agreed times, on the conditions of use as set out below.

1. The following expressions will have the following meanings:
The Church means The Church Council of the Uniting Church Congregation having the control of the hired area and includes its ministers, members and employees and The Uniting Church in Australia Property Trust (Victoria).
The User means the person, group or organisation using the hired area, together with the representatives, office bearers and employees of the user.
The hired area means that part of the Church's property used or occupied by the User, and includes any specified furniture, fittings and equipment therein owned or supplied by the Church and specified in clause 1.2 of this agreement.
2. At all times during the term, the User must:
 - (a) pay the hire fee on time, without demand;
 - (b) only use the hired area for the permitted use;
 - (c) comply with all laws affecting or relating to the User's use and occupation of the hired area, including but not limited to the following: (i) complying (at the User's own cost) with any Act, Regulation or Direction made relating to cleaning, vaccination or public-health related requirements which may be in force during the term of this Hire Agreement, including where such requirements arise from emergency powers in a state of emergency. Where requested by the Church, the User must promptly evidence its compliance with such laws; and (ii) its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations;
 - (d) obtain and keep current all licences (including copyright licences), authorisations, permits (including any planning permit required for the User's permitted use), accreditations, professional indemnity insurance (if applicable) and any other approvals necessary to comply with the permitted use of the hired area;
 - (e) comply with all rules or directions of the Church's representatives as notified to the User from time to time, including any safety rules or evacuation plans in existence which may be annexed to this agreement as **Annexure B**;
 - (f) provide a safe environment to its guests, patrons and employees;
 - (g) keep the hired area in a clean and tidy condition;
 - (h) avoid any noise or action which will interfere with the Church's activities or neighbours;
 - (i) avoid any action which is contrary to the Church's mission, reputation or activities in the community;
 - (j) avoid any action which would cause damage or allow damage to the hired area or other Church property or which may invalidate or increase the premium of any Church insurance policy. Should any damage occur for any reason during the User's occupancy or use under this hire agreement, the User shall notify the Church as soon as practicable and pay on demand the reasonable costs of such damage or loss;
 - (k) not permit the smoking of any substance, or the consumption of drugs within the hired area or on Church property. Service or consumption of alcohol in the hired area is only permitted with prior written consent from the Church.
 - (l) not to make any alterations or additions to the hired area;
 - (m) leave the hired area securely closed and locked with all lights, heaters and other appliances turned off or as otherwise directed by the Church;
3. The User must have a Public Liability Policy of at least \$10,000,000. This Policy should be unlimited in the aggregate and note the interest of The Uniting Church in Australia Property Trust (Victoria). The User can apply for Hirer's Public Liability Insurance with the Uniting Church if the hired area is to be used for a maximum of 15 days per year. Please contact Synod Insurance Services to apply on 9116 1905 or insurance@victas.uca.org.au.

4. The User will indemnify and hold harmless the Church against all costs, liability, loss or damage caused to the Church as a result of:
 - (a) damage or injury to any property or person caused by the User, its employees, agents or invitees;
 - (b) a breach by the User of its obligations under this agreement;
 - (c) any negligent act or omission by the User, its employees, agents or invitees in the performance of or in connection with the User's use and occupation of the hired area; or
 - (d) any legal requirement to carry out cleaning and sanitisation of the hired area following the User's use of the hired area.
5. Property owned by the User and its invitees and brought into the hired area is at the User's sole risk. The Church will not be responsible or liable to the User for any loss or damage to such property occurring during or in connection with the User's use of the hired area.
6. The Church shall not be liable to the User for any loss or damage which the User may incur due to the hired area not being available to the User for any reason beyond the control of the Church.
7. The right of the User to use the hired area will not grant the User permission to use equipment in the hired area or to store the User's items in the hired area except as specified in this agreement and then only in accordance with any directions given by the Church.
8. The User warrants and undertakes to the Church that no use of the hired area will be for retail purposes and that the User will not do anything which will have the provisions of the Retail Leases Act 2003 (Vic) apply to this agreement.
9. The User acknowledges that this agreement shall not be capable of assignment, transfer, subletting or granting of any interest to any other person by the User and the rights conferred by this hire agreement are personal to the User only.
10. The User acknowledges that it has satisfied itself as to the state and condition of the hired area and the items used in the construction of the hired area, and the User covenants with the Church so it will not require the Church to carry out any works or repairs or comply with any legal requirement to carry out cleaning or sanitisation with respect to the hired area to make it fit for the intended use by the User.
11. The User agrees that this agreement does not give rise to a leasehold interest in the hired area, only a short- term right of non-exclusive use in accordance with the terms of this agreement.
12. The Church will take all reasonable steps to ensure that the User has quiet enjoyment of the premises.
13. The User's use and occupation of the hired area under this agreement is granted subject to the Church's right to use that area, where required, for the purpose of funerals or other unforeseen or important church activity on the condition that a minimum of 3 days' notice is given by the Church.
14. If a dispute arises regarding any matter under this agreement, the parties' representatives will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation using their best endeavours and acting in a spirit of cooperation.
15. Terms 1.1 to 1.4 and 1.6 to 1.7 in this agreement may be reviewed at any stage, at the request of either party, and may be amended with the consent, in writing, of both parties.
16. A Party may execute this agreement by signing any counterpart and all counterparts constitute one document taken together.

ANNEXURE A

(Plan of premises **if applicable** with hired area hatched)

ANNEXURE B

(Safety rules or evacuation plans and any other rules or directions required by the Church, including who to contact for collection of keys etc.):