

St. Matthew's Parish, North Fawkner

HALL HIRE AGREEMENT – CASUAL HIRERS

1. This agreement is made between St. Matthew's Parish, North Fawkner (Archdiocese of Melbourne) (Parish”) and _____ (“Hirer”)
2. The Parish agrees to allow the Hirer use of the Parish Large Hall and Kitchen on _____ from _____ to _____ inclusive.
3. The Hirer agrees to pay the Parish the sum of \$ _____ for use of the Parish facilities.
4. The Parish is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer’s use of the Parish Hall. The Hirer releases the Parish from any claim made against the Parish arising out of, in connection with or caused by the Hirer’s use of the Parish Hall.
5. The Hirer indemnifies the Parish from and against all claims, demands, actions, costs and expenses arising out of, in connection with or caused by the Hirer’s use of the Parish Hall.
6. The Hirer agrees to affect appropriate Public Liability Insurance cover per occurrence when booking the Hall facility together with a bond of \$1000.00 (**Cash Only**).
7. The Hirer agrees to reimburse the Parish for the full cost of repairing any damage caused to the Parish Hall or facilities during the hire period.
8. The Hirer agrees to notify the Parish of all injuries or damage arising out of the Hirer’s use of the Parish Hall within seven (7) days of becoming aware of the injury or damage.
9. The Hirer acknowledges receipt of the “Conditions for Hire of Parish Hall” on pages 1-3 of this agreement and agrees to those conditions.

Name of the Hirer/Organisation:

Signed for the Parish:

Name _____

Name _____

ID type & number _____

Title _____

Sign & date _____

Sign & date _____

Contact No _____

Date Bond \$1000.00 paid on _____ Current

Date Bond Returned & amount _____

Public Liability cover provided by hirer: Key

Yes, or No

issued # _____

Name _____ Signed _____

Key returned # _____

Name _____ Signed _____

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St. Matthew's Parish, North Fawkner

CONDITIONS FOR HIRE OF PARISH HALL – CASUAL HIRERS

1. Applications for use of the facilities must be made in writing on the form supplied.
2. A bond of \$1000.00 (**Cash Only**), in addition to the agreed hiring fee of \$100 , must be deposited no less than 5 business days prior to the function.

This bond will be refunded in full provided that:

- No damage is done to the Hall and facilities, and the surrounding property is left clean and tidy. • A maximum of **400** people are in the hall and surrounding carparks at any time.
 - That no persons attempt to access the school yard or playground.
 - Should any damage occur, the Parish Priest's assessment shall be final.
3. A \$100 cancellation fee applies to cancel bookings.
 4. Nothing is to be attached in any manner to the walls, floors, or any part of the buildings, nor shall signs, scenery, etc. be erected without knowledge or the permission of Parish Staff.
 5. The right is reserved to refuse to let the facilities at the discretion of the Parish Staff., in which case all monies paid will be refunded.
 6. The Parish makes no warranty or representation to the hirer about the condition of the hall or facilities or their suitability for the hirer's purpose. Further, the hirer acknowledges that they have inspected the facilities and warrants that the facilities are suitable for the hirer's purpose.
 7. The hirer will be responsible for any accident, loss, damage or injury suffered by any person using the facilities during the hiring period and any loss, damage or injury suffered by any person on the hired premises and its surrounds.
 8. The hirer agrees to indemnify the Parish for any claim arising from excessive noise, disturbance or nuisance by people attending the function.
 9. That no noise or music will be played between 5pm and 7pm on Saturday nights
 10. The hirer shall be liable for and shall indemnify the Parish against any liability, loss, claim or proceeding in respect of any injury, loss or damage whatsoever to any property real or personal in so far as such injury, loss or damage arises during the hire period.
 11. The hirer shall be liable for and shall indemnify the Parish against any liability, loss, claim or proceeding in respect of any injury, loss or damage whatsoever arising under any legislation or at common law in respect of personal injury or death of any person arising during the hire period.
 12. The hirer agrees to effect insurance which at all times covers liability to the public for an amount of not less than \$20,000,000 in respect of personal injury to or death of any person whomsoever and in respect of any injury, loss or damage whatsoever to any property real or personal, where the injury, death, loss or damage occurs during the hiring period.
 13. The hirer shall obtain insurance or pay levies or similar charges as required by any legislation relating to compensation for injured workers. Where such legislation does not provide indemnity against claims for common law damages by workers, the hirer agrees to insure against such common law liability in relation to all persons employed by the hirer during the hiring.
 14. The hirer agrees that the insurances referred to in Clauses 11 and 12 shall be affected so as to be in force as from the date the Parish makes the hall and facilities available to the hirer and shall be maintained until the end of the hiring period.

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St. Matthew's Parish, North Fawkner

CONDITIONS FOR HIRE OF PARISH HALL – CONTINUATION

15. If kitchen facilities are to be used all appliances must be left in a clean and tidy condition. No food or drink may be left in the fridge and all bottles and rubbish must be removed from the premises and placed in the dump master located at the rear of the Hall. Please stack chairs in groups of 10 and return to the storeroom. If tables are used, return these to the storeroom and stack neatly. Toilets must be cleaned and swept. All external doors must be locked. Heating and air conditioning (if used) and lights must be turned off.
16. Persons authorised by the Parish Staff. shall at all times be entitled to free access to all parts of the building.

17. Sales of any kind are not permitted without prior approval.
18. Sub-letting of facilities is never permitted.
19. In case of any disputes arising, the decision of the Parish Priest shall be final.
20. Noise (music etc.) must be contained within the requirements of the regulations administered by the Merri-Bek City Council. Additionally, music must cease at midnight on Fridays and Saturdays, 10.00pm on Sundays and 11.00pm on all other days.
21. The hirer of the Hall and guests are confined to the Hall and its accompanying facilities and this does not extend to the school, playground or Church carpark.
22. The hirer is aware the Hall is in a residential area and that all persons attending the Hall must refrain from any behaviour, which could be reasonably construed as disturbing the neighbours or infringing on a person's property and/or rights.
23. Under no circumstances shall liquor be sold until approval from the Parish Staff has been obtained and the necessary liquor permit is sighted at the time of payment of the Bond and provision of current Public Liability Insurance cover.
24. Normal liquor regulations apply. Alcohol is not to be served to guests under 18 years of age and must not be consumed outside the Hall complex.
25. Approval for the consumption of alcohol may be withheld at the discretion of the Parish Staff.
26. Smoking is not permitted in the Hall.
27. The Parish accepts no responsibility for private property left in the Hall.
28. 16th, 18th or 21st Birthday Celebration functions are not permitted in the Hall.
We do not hire out the Hall for these occasions.

SAFEGUARDING REQUIREMENTS

Community programs and activities that involve contact (or likely contact) with children and young people and that operate at St Matthew's Parish that are run by or auspiced by a community organisation, group or private provider are required to:

- **demonstrate that they take seriously their responsibilities to keep children and young people safe from harm.**
- **will ensure that those in contact with or working with children and young people during the use of the venue have undergone appropriate screening including a Working with Children Check and/or Police Check**