



**ANGLICAN CHURCH OF AUSTRALIA
DIOCESE OF NEWCASTLE
PARISH OF FORSTER TUNCURRY**

The Rectory, St Albans Place, Forster, NSW 2428
ABN 94 159 621 380

Our Parish includes the worship centres of St Albans Forster, St Nicholas Tuncurry, St James Bungwahl, St Pauls Nabiac and St John's Dyers Crossing

Parish Priest
Rev Les Forester 02 6554 8351

Parish Administrator
Belinda Clancy 02 6555 4200

USE AND HIRING OF PARISH CENTRE'S

Our Insurance Policy makes it a mandatory requirement for us to only hire our premises to organisations and individuals who carry Public Liability Insurance, we must sight a current policy document before you or an organisation use any of our Parish Centres.

This therefore precludes the Parish from allowing personal hire.

Fortunately, this situation has already arisen within in the diocese and the Diocesan Office has prepared a form entitled "Personal Hall Hire Agreement". In short, this form allows us to hire out the hall or church for certain non-commercial functions and we can be covered by a \$25 fee per day for insurance. The insurance is provided by the diocese and we have to remit that \$25 to the diocese to pay for that insurance.

Please note the conditions imposed on the use of the hall where the document defines "personal means" as:

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

- *A private birthday party, celebration, wedding reception*
- *Dance practice **not** associated with a dance school or lessons & 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*

Baptisms:

Because they are a continuation of the service, a baptism family may bring a cake etc and sharing morning tea with parish members.

Funerals:

Parish centres are made available to bereaved families after the funeral service. When catering is provided at St Albans by the guild the cost for 2012, is \$7.00 per head.

Hire Costs:

The hire of a parish centre for 2012 is **at the discretion of the Parish Executive** plus **\$25.00 per day** for personal use insurance.

For all other hire the cost is **at the discretion of the Parish Executive** and as already stated proof of a current **Certificate of Insurance** is required prior to hiring.

Saturday and Sunday hiring is at the discretion of the Parish Priest (Rector)

All other times will be at the discretion of the Parish Executive.

Attachment A: **PERSONAL HALL HIRE AGREEMENT**

Attachment B: **MEMORANDUM OF HIRE OF FACILITY**

Attachment A
Anglican Diocese of Newcastle

PERSONAL HALL HIRE AGREEMENT
(See conditions in Policy)

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

I/we have arranged my/our own insurance to cover the liabilities listed above & to indemnify the Parish/Diocesan Entity & enclose evidence of this arrangement by way of Public Liability Certificate of Currency.

Or

I/we request that the Parish/Diocesan Entity arrange insurance to cover these liabilities to \$2,000,000 & I/we agree to pay the premium calculated at \$25.00 per day/\$..... per year. I/we accept that this insurance is subject to payment by me/us of the first \$250.00 for any property damage.

Tick one box only

Date of Hire: **Nature of Hire/Use (ie birthday):**

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

Name of Hirer (please print):

Costs: Agreed Fee

Parish/Diocesan Entity: Anglican Parish of Forster Tuncurry

Obligations of the Hirer

1. To pay the hiring charges in the manner & time agreed.
2. To leave the facility in a satisfactory & clean condition (including any black/white boards).
3. To remove all rubbish.
4. Not to remove anything owned by the Parish/Diocesan Entity from the facility.
5. To lift (**not drag**) anything moved within the facility & 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 & furnishings, accessories or environs & to report to the Parish Representative any loss of damage to property & 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 & other electrical equipment before vacating the facility.
10. To secure windows & doors on vacating the facility.
11. To return any keys to the Parish Representative in the manner agreed.
12. To effect & keep in force public liability insurance cover with an Insurer acceptable to the Owner 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 & to produce to the Parish Representative evidence thereof in the form of a current Public Liability Certificate of Currency.

Evening functions should conclude by 12:00 midnight & the premises vacated by 1:00 am.

13. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
14. 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 & the wardens & parish councillors of the Parish Entity from & against all actions, suits claims & demands of whatsoever nature arising out of or in any way concerning the hiring of the facility.

Attachment B Anglican Diocese of Newcastle

MEMORANDUM OF HIRE OF FACILITY

(See conditions in Policy)

Owner: Anglican Parish of Forster Tuncurry

Hirer Name: _____

Hirers Address: _____

Parish/Diocesan Entity Facility: _____

Parish/Diocesan Entity Representative: _____

Description of Facility: _____

Date of hiring: _____ / _____ / _____

Time of hiring: From: _____ am/pm, to _____ am/pm

Hiring Fee: **Agreed Fee** per day

Obligations of the Hirer

15. To pay the hiring charges in the manner & time agreed.
16. To leave the facility in a satisfactory & clean condition (including any black/white boards).
17. To remove all rubbish.
18. Not to remove anything owned by the Parish/Diocesan Entity from the facility.
19. To lift (**not drag**) anything moved within the facility & to return to its original position.
20. Not to use any exhibits or decorations in the facility without the prior agreement of the Parish Representative.
21. To do no damage to the facility, its furniture & furnishings, accessories or environs & to report to the Parish Representative any loss of damage to property & to pay for its repair or replacement.
22. Not to permit smoking within the facility.
23. To switch off all lights, fans, heaters/air conditioners & other electrical equipment before vacating the facility.
24. To secure windows & doors on vacating the facility.
25. To return any keys to the Parish Representative in the manner agreed.
26. To effect & keep in force public liability insurance cover with an Insurer acceptable to the Owner 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 & to produce to the Parish Representative evidence thereof in the form of a current Public Liability Certificate of Currency.

Evening functions should conclude by 12:00 midnight & the premises vacated by 1:00 am.

27. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.

28. 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 & the wardens & parish councillors of the Parish Entity from & against all actions, suits claims & demands of whatsoever nature arising out of or in any way concerning the hiring of the facility.

Signed on behalf of the Owner: _____

Signed on behalf of the Hirer: _____

Date: _____