



**Anglican Diocese of Newcastle**

**Parish of Forster/Tuncurry**

**Hire / Casual Agreement**

Persons hiring or using buildings and other property of the Parish of Forster/Tuncurry accept responsibility for the safe custody of the property during the term of the hire or use. They are required to indemnify the Parish for any liability arising from the hire and use of the facilities and property.

**I hereby confirm that** I have read and fully understand and accept my responsibilities, as summarised in the **Conditions of Use of Parish Property and Facilities**, in entering into this hire/casual use agreement with the Parish of Forster/Tuncurry on behalf of the Trustees of Church Property.

Signed: ..... Please Print Name: ..... Dated: .....

**PART A – Hirer/User Details**

Personal or  
Organisation name: .....

Address for contact: .....

.....

Phone Number: ..... Email address: .....

Facility requested to be used: .....

Day, date, and time of use (commencement and departure) :.....

Proposed Use: .....

.....

**PART B - Personal Legal and Insurance Requirements \* (See "Personal" in Definitions on page 3)**

Personal users who wish to enter into a hire/casual use agreement for Parish property and facilities also require to provide public liability insurance.

I/we have arranged my/our own insurance to cover public liability insurance and enclose evidence of this by way of a Certificate of Currency.

**Or**

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

**PART C – Non-Personal and Legal and Insurance Requirements \* (See "Non-Personal" in Definitions on page 3)**

1. Will the user comply with legal requirements for the proposed activity? **Yes / No** (Cross out Yes or No)
2. Does the proposed activity in the Parish Property and Facilities require accreditation? **Yes / No.** (Cross out Yes or No)  
If **Yes** please attach a copy of accreditation documentation, and a Certificate of Currency for Professional Indemnity Insurance.
3. Non-personal users and organisations who wish to use parish property and enter into a hire/casual use agreement are required to provide evidence of their Public Liability Insurance by a Certificate of Currency for at least \$5,000,000.

**PART D – DISABLED ACCESS**

In entering this agreement I acknowledge that there are / are no disabled facilities in this property to be used.

**PART E – FEES AND CHARGES**

A fee must be charged for the hire/use of any Parish property or facilities. Under some circumstances it may be appropriate to charge a reduced or nominal fee, however, for a licence agreement to be valid a fee must be charged (the minimum fee being \$1.00).

**Hire/Casual Use Agreement**

Per hour @ \$.....	(must be \$1.00 or more)	\$xxx
GST – 10% of hire rate	(if applicable)	\$xxx
Bond: \$.....	(if applicable)	\$xxx

The Diocese is requested to arrange appropriate insurance cover at the rate of \$25.00 per day (for personal users only) No. of days: ..... @ \$25.00 per day \$xxx  
 (Parish to transfer this money to the Diocese with a copy of the Hire / Casual Use Agreement)

Total to be paid to the Parish \$xxx

Payment for use of the property and facilities at the Parish of ..... should be made in advance by either:

Posting a cheque made out to “The Parish of .....” and sent to Postal Address....., or Transferring electronically the amount to

A/c Name: .....  
 BSB: .....  
 Acct No.: .....  
 and using your organization’s name as the tag to the transfer.

Agreement Accepted on behalf of the Parish of .....	
..... <b>Churchwarden</b> Print Name: .....	..... <b>Churchwarden</b> Print Name: .....

<b>Official Use only:</b>	
Date Entered into Parish Register: .....	
Date Site Induction Completed: ..... By Whom: .....	
Date Bond Paid: ..... Date Insurance Request and Payment sent to Diocese: .....	
Date Bond Repaid: ..... If not what not: .....	

# Hire / Casual Use Agreement

## DEFINITIONS

**Hire Agreement** – For use of Parish facilities by a person or outside group. The nature of the arrangements may be the payment of a fair and commercial hire fee where a third party has limited and non-exclusive use of Parish facilities for specified times, it may be a one-off user, or a long term user under agreed terms.

**Casual Use Agreement** – Use of property for which a nominal fee, or donation for use, may be arranged. Parishes should note that licenses (which grant limited times and conditions of use) may be granted by Churchwardens. In some cases, these will be arranged at a nominal fee only, and may be GST exempt.

**Personal** – 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; musicians using premises for non-commercial purposes [but **not** musicians who perform elsewhere]; or informal support/self-help groups.

**Non-Personal** – non-church group or club, company, government body, or other group.

**Bond** – The Parish will determine the amount of any Bond to be paid, which will be refunded at the conclusion of the activity depend upon the condition of the property or facility, its cleanliness, any damage, or any personal injury and compliance with the obligation of users.

## CONDITIONS OF USE OF FACILITY

Organisations hiring or using buildings and other property of the Anglican Church accept responsibility for the safe custody of the property and for personal injury and damages to third party property during the term of the use.

All users are required to indemnify the Diocese of Newcastle and the Parish of .....for any liability arising from the use of the buildings and/or other property. Copies of the Certificate of Currency for Public Liability insurances are required to be attached to this agreement. If the user does not have Public Liability Insurance they must complete Part B of the Agreement, and pay the fee of \$25.00 per day to receive cover through the Diocesan Insurance.

It should be noted that:

- The hirer must comply with all legal requirements for the proposed activity
- Use of facilities of the Parish of Forster/Tuncurry is subject to the activities undertaken in the buildings not being in conflict with Christian teaching. Any activity which is not consistent with such teaching will not be permitted.
- There are presently no disabled facilities in any of the buildings in the Parish of Forster/Tuncurry. All users accept this by entering into this agreement for use of the facilities.
- The condition of the facility is as set out in the attached Safety Induction Check List completed by the Parish Safety Delegate or Churchwarden, a copy of which should be appended to the Agreement.
- The primary purpose of the facilities of the Parish of Forster/Tuncurry is to further Anglican Christian ministry. Should there be occasions where such ministry, (for example, funerals or particular Christian occasions), require access to the facilities for a Parish event this will take precedence over the agreed activity. In this case,-you will make other arrangements for that occasion. The Parish will endeavor to give as much notice as possible of such events and assist to arrange an alternative time.

## **OBLIGATIONS OF USER**

- To pay the relevant charges in the manner and time agreed.
- To leave the facility in a satisfactory and clean condition.
- To remove all rubbish.
- To leave all items owned by the Parish as found.
- To move anything within the facility by lifting (not by dragging) and to return it to its original position
- To use any exhibits or decorations in the facility only with the prior agreement of the Parish representative.
- Not to damage the facility, its furniture and furnishings, accessories or environs.
- To report to the Parish any personal injury, or loss or damage to property and to pay for its repair or replacement.
- Smoking is not permitted in the facility.
- To switch off all lights, fans, heaters, air conditioners and other electrical equipment before vacating the facility.
- To secure windows and doors on vacating the facility.
- To return any keys to the Parish in the manner and at the time agreed.
- To conclude all evening functions by 11:00pm and to vacate the premises by 11:30pm
- The amplification of music is not permitted unless the Parish representative grants permission in writing. If such permission is granted, the volume must be kept to levels in accord with the Environmental Protection Act.
- To conclude all music and noise prior to 11pm.
- To create no nuisance during the period of use so as to inconvenience adjoining owners or occupiers.
- To ensure that the hall stage (if appropriate) is not included in the use unless specifically included in writing. Any stage curtains may be used only by prior agreement with the parish representative.
- The sale of liquor on the premises is not permitted. The user is reminded that it is an offense to serve liquor to minors.
- Should the Parish representative, or any officer of the Parish deem it necessary to shut down a function, with or without the aid of Police, the bond shall be forfeited.
- No illegal activity is to be carried on in, or about the facility
- The rights of residents in the area of the facility are to be respected, and all guests are instructed to disperse quickly and quietly. Any complaints from residents may result in the bond being forfeited.
- The user of facilities is subject to the activities undertaken being suitable to Christian teaching. Any activity which is not consistent with such teaching will not be permitted.
- The parking of vehicles in the Parish driveways at any time is not permitted.
- Entry to any area other than the facility which is the subject of this agreement, is not permitted by any person.
- Any piano must not be moved without prior agreement of the Parish representative.
- Food handling must comply with requirements of the Food Safety Information Council of Australia
- Any advertising must be approved by the Incumbent / Churchwarden prior to its use, and must clearly state that the activity is not a Parish activity.

### **To be attached if required.**

- Proof of Public Liability Insurance
- Proof of Professional Indemnity Insurance
- Induction to Site Safety Check