



AGREEMENT TO CONDITIONS FOR HIRE OF ST MARTIN'S STUDIO

| To be completed by Office Manager | | | |
|--|--|-----------------------|--|
| OWNER: | Melbourne Anglican Trust Corporation | | |
| HIRER: | Name: | | |
| | Address: | | |
| | Phone: | | |
| | Email: | | |
| FACILITY: | Parish: | St Martin's Hawksburn | |
| | Space: | Studio | |
| | Parish Representative <i>(for information and advice if needed):</i> | | |
| | Contacts: Parish Office | Tel: 03 9827 3324 | |
| DATE OF HIRE: | Day: | | |
| | Time: | | |
| PROPOSED ACTIVITY: | | | |
| <p>Please pay bond and hire fee to the following bank account: St. Martin's Anglican Church Hawksburn BSB: 013-445 Acc No: 304011315</p> <p>Please include the words "Hire" and "Name (your surname)" in the description of the payment</p> | | | |
| HIRE FEE: | Hire fee: | \$250 | |
| | Bond: | \$250 | |

| To be completed by Hirer | |
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| If paying by direct credit to St Martin's bank account (details below), please provide your bank details to allow refund of the bond) | |
| Account name: | |
| BSB: | |
| Account number: | |

OBLIGATIONS OF THE HIRER:**A. The hirer shall**

- A.1. Pay the hire fees in the manner and time as agreed.
- A.2. Pay the bond the specified on page 1 as a guarantee of fulfillment of all terms and conditions, and as security against damage or extra cleaning. The Hirer shall be liable to pay any further amount in excess of such bond on demand by the Parish to meet the full cost of such damage or extra cleaning. Should the terms and conditions not be fulfilled by the Hirer then the bond shall be forfeited. If there is no breach of conditions, damage or extra cleaning costs the bond shall be returned.
- A.3. Leave the facility in a satisfactory and clean condition. A checklist is appended to assist you.
- A.4. Remove all rubbish from the site.
- A.5. Lift (not drag) furniture within the facility and return to its original position after the function.
- A.6. Switch off all lights (including toilet lights), fans, heaters, air-conditioners and other electrical equipment before vacating the Studio.
- A.7. Secure windows and doors on vacating the facility.
- A.8. Return any keys to the Parish in the manner and at the time agreed.
- A.9. Report to the Parish contacts any loss or damage to furniture and furnishings, accessories or environs and pay for its repair or replacement.
NOTE: No such repairs or replacements are to be undertaken without the agreement of the Churchwardens of the Parish.
- A.10. Ensure that evening functions conclude by 11:00pm and that the premises are vacated by midnight

B. The hirer shall not

- B.1. Bring on to the site nuts or any food containing nuts ¹.
- B.2. Sell liquor on the premises. The Hirer is reminded that it is an offence to serve liquor to minors.
- B.3. Allow smoking within the Studio.
- B.4. Use Slurpee or similar machines in the Studio. **THE WHOLE BOND WILL BE RETAINED IF SLURPEE MACHINE IS USED.**
- B.5. Use glitter or similar products in the Studio. **THE WHOLE BOND WILL BE RETAINED IF SLURPEE MACHINE IS USED.**
- B.6. Remove anything owned by the Parish from the Studio.
- B.7. Use any exhibits or decorations in the facility without the prior agreement of the Parish Representative.
- B.8. Make alterations or additions are to be made to the structure of the Studio, its fixtures and furnishings without written permission of the Churchwardens of the Parish.
- B.9. Damage the facility, its furniture and furnishings, accessories or environs.
- B.10. Create any nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers, during the period of hire.
- B.11. Allow amplification of music unless special written permission is granted by the Parish Representative. If such permission is given, the volume must be kept to acceptable levels in accordance with relevant legislation. All music must be turned down by 11.00pm. Note that if police are called out regarding noise levels, they may impose a fine.
- B.12. Conduct any illegal activity in or about the facility.

C. The Parish

- C.1. Shall, within 14 days of the completion of the hire period, refund some or all of the bond to the Hirer's bank account as shown on page 1. The Parish will retain some or all of the bond to cover cleaning costs or repairs if required by the condition of the Studio after the hire period.
- C.2. Shall not be responsible in any way for equipment or any other item left or stored in the Studio by the hirer or their agents, and further may have use of such equipment or item without indemnity.
- C.3. Shall have right of access to the Studio at all times, including the right to inspect the Studio during the hire period if there is evidence that any of the above conditions have been breached.
- C.4. Reserves to itself absolutely, priority to use of the Studio and its fixtures and furnishings, and undertakes to give adequate warning of such use where it clashes with a regular booking.

B.1. ¹ The Studio is used for activities for children, some of whom are extremely sensitive to any traces of nuts, including traces left on glasses, crockery or cutlery. Complete elimination of nuts or food containing nuts from the property is required to reduce the risk of allergic reactions.

D. Any other special conditions:**Acknowledgement by Hirer**

The Hirer acknowledges that the Studio 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 same.

Indemnity

The Hirer hereby indemnifies the Owner and the wardens and vestry of the Parish from and against all actions, suits, claims and demands of whatsoever nature arising out of or in any way touching or concerning the hiring of the facility.

Signed on behalf of the owner:

Date:

Signed on behalf of the hirer:

Date:

AGREEMENT FOR PRIVATE HIRER

(Hire for Personal Use)

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

I hereby confirm that I have read and fully understand my responsibilities, as summarised above, in entering into this hiring agreement. [Noting particularly Sections A & B of the Hire Agreement.]

Date of Hire: _____

Name of Hirer: _____

Signed by Hirer: _____ **Date:** _____

Activity: _____

Parish: St Martin's Hawksburn

Facility: Studio Church Other _____

Checklist to ensure you leave the Studio in good condition and receive your bond

- Wash all dishes, cutlery and oven trays and put away. The dishwasher takes about 45 minutes to wash, so you are unlikely to have time to use it.
- Clean all the benches.
- Clean and put away all toys or other equipment used (if applicable).
- Vacuum the floor and. There is a vacuum cleaner in the storeroom.
- Remove any decorations.
- Clean the toilets.
- Mop the floor of the studio and the kitchen. There is a mop and bucket in the kitchen. The mop only needs to be slightly damp to clean the floor.
- Remove any rubbish from the site.
- Replace the key in the key safe as described above. If you cannot lock the safe, please leave the lid of the safe inside with the key attached.
- Turn off all heaters, fans, lights and kitchen appliances. Turn off the toilet light and fan.
- Close the door to the studio and ensure that it is locked.