

## MEMORANDUM OF HIRE OF FACILITY

**Owner:** St Catharine's Anglican Church South Caulfield

**Hirer Name / Phone / E-mail:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Parish/Diocesan Entity Facility:** Lower Hall / Church 406 Kooyong Road Caulfield South, VIC 3162

**Parish/Diocesan Entity Representative:** Churchwardens

**Description of Facility:** Lower Hall

**Date(s) of Hiring:** \_\_\_\_\_

**Hiring Fee:** \$35.00 per hour (with minimum spend of \$100 for one-off events)  
(Plus \$100 one-off refundable bond, see details at #22)  
**payable to St Catharine's Anglican Church. Direct transfer  
to St Catharine's via Bendigo Bank, BSB: 633 000, Acc No 126935675  
or <http://payment.stcaths.net/>**

### 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 sweeping & vacuuming of floors of areas used; kitchen benches cleaned & wiped clean; crockery washed, dried & put away; dishwasher cleared & drained.
3. To remove all rubbish & clear bins.
4. Not to remove anything owned by the Parish 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.
7. To do no damage to the facility, its furniture & furnishings, accessories or environs & to report to the Parish 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 leaving.
10. To secure windows & doors on vacating the facility.
11. To return any keys to the Parish 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 or damage to property of the Owner
  - Indemnity for claims made against the Owner arising out of the negligence of the Hirer & produce to the Parish Representative evidence thereof in the form of a current Public Liability Certificate of Currency.
13. Evening functions should conclude by 12.00 midnight and the premises be vacated by 1.00 am.
14. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
15. Not to carry out in or about the facility any illegal activity.
16. Not to permit parking of vehicles on grassed areas.
17. Not to enter or permit any person to enter any area other than the facility which is the subject of this agreement.

18. Not to move Pianos without prior agreement of the Parish.
19. Not allow amplification of music unless the Parish grants special written permission. If such permission is given, the volume must be turned down to a reasonable limit by 11.00 pm and turned off at 12.00 midnight. Note that under this Act, if police are called out regarding noise levels on the second occasion they will impose a fine.
20. Not to sell liquor on the premises and not to serve liquor without prior written agreement from the Parish.
21. To respect the rights of residents in the area of the facility. All guests are to be instructed to disperse quickly, quietly & with respect for the residents when leaving. Any complaints from the residents may result in the bond being forfeited.
22. The Hirer shall deposit the sum of \$100 as a guarantee of fulfillment of all terms and conditions; & as security against damage or extra cleaning. The Hirer shall be liable to pay any amount in excess of such a bond on demand by the Parish to meet the full cost of such damage.
  - i) Should the Hirer not fulfill the terms and conditions, then the bond shall be forfeited. If there is no breach of conditions, damage or extra cleaning costs the bond shall be returned.
  - ii) Bond monies may be forfeited unless written advice of cancellation of booking is received two weeks prior to booking date.
  - iii) If Parish Representative or Officer deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.
23. The Hirer acknowledges that St Catharines's facilities have been built and dedicated to serve Christian purposes and they are made available for hire as a service to the community on the understanding that the Hirer's use of the facilities is consistent with these purposes:
  - i) The Hirer undertakes not to conduct on St Catharines's property, without the prior approval of Church Council and Senior Minister, any activities considered by the Church Council or Senior Minister to be of a spiritual nature, including any acts of prayer or worship, and the trading or swapping of objects with a spiritual purpose.
  - ii) The Hirer acknowledges that St Catharines's reserves the right to refuse to hire its facilities or to cancel a facilities booking, on the grounds that the Church Council or Senior Minister considers the activities of the Hirer to be incompatible with Christian doctrine and belief, as interpreted and understood by the Church Council or Senior Minister.

**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 councilors of the Parish from and 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: \_\_\_\_\_

**Parish Representative:                      The Rev'd Adam Cetrangolo (Lead Pastor)**