HOLY FAMILY PARISH MOUNT WAVERLEY

HALL HIRE AGREEMENT – CASUAL HIRERS

1. This agreement is made between Holy Family Parish, Mount Waverley (Archdiocese of Melbourne) (Parish") and _____("Hirer")

2. The Parish agrees to allow the Hirer use of the Parish Large Hall / Small Hall / 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 Public Liability Insurance cover for an amount of not less than $20 million per occurrence and is to provide a certificate of current Public Liability Insurance cover to the Parish when booking the Hall facility together with a bond of $500.00 (Cash or Cheque 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" and agrees to those conditions.

<u>Name of the Hirer/Organisation:</u>   <u>Signed for the Parish:</u>

Name _____   Name_____

Address _____   Title _____ _____

Sign & date_____   Sign & date _____

Contact No _____

Date Bond $500.00 paid on _____   Date Bond Returned _____

Current Public Liability cover provided: **Yes, or No**

Key issued # _____   Name _____   Signed _____

Key returned # _____   Name _____   Signed _____

HOLY FAMILY PARISH

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 $500.00 (Cash or Cheque Only), in addition to the agreed hiring fee, must be deposited no less than 5 business days prior to the function.

> Holy Family Catholic Church
> BSB: 083 347
> Acct: 639164225

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. Loss of keys may entail replacement of locks and this will be at the discretion of the Parish Priest and is at the liability of the Hirer. Should any damage occur, the Parish Priest's assessment shall be final.

3.   A $50 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 the Hall Manager.

5.   The right is reserved to refuse to let the facilities at the discretion of the Hall Manager, 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.   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.

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 arising under any legislation or at common law in respect of personal injury or death of any person arising during the hire period.

11.   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. On booking the Parish Hall facility, current Public Liability cover must be provided together with the Bond of $500.00 to confirm the booking.

12.   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.

13.   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.

14. 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 13 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 Hall Manager 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 Monash 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 Hall Manager 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 Hall Manager.

26. Smoking is not permitted in the Hall.

27. The Parish accepts no responsibility for private property left in the Hall.

SAFEGUARDING REQUIREMENTS

Community programs and activities that involve contact (or likely contact) with children and young people and that operate at … (Holy Family Parish, Mount Waverley**) 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.**

Community organisations, groups or private providers that have contact (or likely contact) with children and young people are required to:

- **be provided with a copy of the … (**Holy Family Parish, Mount Waverley**) … Safeguarding Children and Young People Policy to set expectations for the care and safety of children and young people**
- **demonstrate that those involved (e.g. employees, volunteers) have a current Working with Children Check**
- **demonstrate (by providing a copy to the parish, agency or entity) that the agency has a child safety policy consistent with the requirements of the Victorian Child Safe Standards**
- **be briefed about onsite child safety e.g. tour of the site and/or a site map including site-specific information about keeping children and young people safe.**

   In order to safeguard children and young people, the user (or delegated user representative) must agree to each of the following declarations, I, (*Shirley Ng*):

- **have been provided with a copy of the … (**Holy Family Parish, Mount Waverley**) … Safeguarding Children and Young People Policy and will act in**
- **accordance with the expectations set out for the care and protection of children and young people**
- **am committed to protecting and safeguarding children and young people**
- **have a safeguarding policy in place consistent with the requirements of the Victorian Child Safe Standards (see attached)**
- **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**
- **understand that if … (_____) … is found to be in breach of this declaration, … (**Holy Family Parish, Mount Waverley**) … reserves the right to cancel any lease or hire agreement immediately.**

EXECUTION	
Signature of user representative	
Name (in print)	
Date	
Witness signature	
Name	
Date	
Signature on behalf of the parish, agency or entity	
Name (in print)	
Date	
Witness signature	
Name (in print)	
Date	