**Individual Facility Hire Agreement**

**Owner**

The Synod of the Diocese of Adelaide of the Anglican Church of Australia and the Parish of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Facility**

**Hirer**

**Period of Hire**  **Hire Fee**

**Obligations of the Hirer**

1. To pay the Hire Fee in the manner and time agreed.
2. To hold Public Liability insurance cover for an amount not less than $5,000,000.00 and provide evidence in the form of a Certificate of Currency. If not already covered, cover is available via https://anglicanhalls.com.au/insurance-application/
3. Not to remove any church property or fittings from the property
4. To return any moved furniture to its original position, by lifting (not dragging)
5. To obtain prior agreement of the church for exhibits and decorations.
6. To do no damage to the facility, its environs, furniture and furnishings, and to report any loss or damage to property, to pay for its repair or replacement.
7. To not permit smoking on church property or in the facility
8. To create no nuisance by way of noise or otherwise to adjoining owners or occupiers.
9. To secure windows and doors on vacating the facility.
10. To switch off lights, fans, heaters, and air conditioners on vacating the facility.
11. Evening functions are to conclude by midnight and the premises vacated by 1am, unless agreed otherwise.
12. To return any keys to the parish in the manner agreed.
13. To not permit or undertake any illegal activity in the facility or on church property.
14. To only use the facility for the purpose as agreed and not sub-let the facility.
15. Normal liquor regulations apply. Alcohol is not to be served to guests under 18 years of age.
16. To comply with all legal requirements that apply to the Hirer’s activities at the premises including ensuring compliance with the *Child Safety (Prohibited Persons) Act 2016* (Working With Children Checks).
17. To comply with all Government directions issued in response to the COVID-19 pandemic.
18. To note and comply with any other conditions of entry or guidelines attached to this agreement.

This agreement is deemed to be cancelled immediately if any of the above conditions are not met by the Hirer.

**Acknowledgement by Hirer**

The Owner makes no warranty or representation to the Hirer about the condition of the Facility or its suitability for the Hirer’s purpose. You acknowledge that you have inspected the Facility and acknowledge that the Facility is acceptable to the Hirer.

**Indemnity**

The Hirer hereby indemnifies the Owner and officers thereof against all actions, suits, claims and demands of whatsoever nature arising out of, or in any way concerning the hiring of the facility.

**Signed for the Hirer** Date

**Signed for the Owner**  Date

Last updated 26.10.2023