



ANGELICAN CHURCH

To know Jesus and make Jesus known

RAFT Anglican Church – Parish of Ferntree Gully and Rowville
131 Taylors Lane Rowville 3178 VIC | www.raftchurch.org.au
Office: 03 9764 2573 | admin@raftchurch.org.au

SHORT TERM HIRE AGREEMENT

Please choose one option:

A: Anglican Church Group B: Personal / Individual C: Non-Church group, company/business, etc

Owner: Melbourne Anglican Trust Corporation

Hirer: Name: Address: Company/Organisation: ABN: Telephone: Email:

Parish: RAFT Anglican Church – Parish of Ferntree Gully and Rowville
Parish Representative: Lee Trollope / Lisa Eldridge
Description of Facility: 131 Taylors Lane Rowville

Room Hire: HALL / FOYER / ANDREWS / BARTHOLOMEWS / YOUTH

Hall Floor Cleaning: \$100.00 charge added to invoice – Hall Floor Cleaning arranged by RAFT Anglican Church

Type of Event: Number of Guests

Use of Tables & Chairs: Yes No If Yes: Quantity required

Audio Visual Requirements: Yes No If Yes: Projector Audio System

Will alcohol be consumed: Yes No Use of Kitchen: Yes No

FREE SETUP HOUR PRIOR: Time: am/pm to am/pm

Date(s) of hiring/Event: From: Time: TOTAL HOURS

(Finish time including Cleanup time) To: Time:

Hiring Fee: As Per Invoice – Including Bond of \$400.00 (1%surcharge for card payments)

OFFICE USE ONLY

Non-refundable Deposit; \$50.00 Date Received Hall Floor Cleaning (\$100.00)

Hire Fee: \$ p/hr Bond: \$400.00 Sound \$ Projector \$

Invoice # Invoice Date Total Payable less Deposit Paid \$

Paid: / / Cash Bank deposit Card EFTPOS

Public Liability Insurance required: Yes No Sighted: / /

Liquor licence required: Yes No Sighted: / /

Keys collected: / / Returned: / /

Facility Inspected - Issues: Amount held back from Bond

Full / Partial Bond to Refund via same method as received: \$ Paid / /

**The Hirer agrees to the following conditions**

**General:**

1. The Parish Representative reserves the right to access all parts of the property to monitor events at any time to ensure they are consistent with Parish policies and values.
2. The Hirer will pay the hiring fee and bond in the manner and time agreed prior to the commencement of the hire period.
3. The Hirer is not to permit smoking within or around the facility, except for on the rear deck as per Annexure A.

**Access:**

4. Access to the facility cannot commence before the stated start time and must finish by the stated end time.
5. Evening functions should conclude by 12:00 midnight and the facility must be vacated by 1:00am.
6. All lights, fans, heaters/air conditioners and other electrical equipment must be switched off before vacating the facility.
7. The Hirer will create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
8. Noise (music etc) must be contained within the requirements of municipal and government regulations.
9. The Hirer and guests are to only use the part of the facility hired. This does not extend to other areas unless by prior arrangement. It is the Hirer's responsibility to inform their guests of this requirement.
10. The Hirer undertakes not to remove anything owned by the Parish from the facility.
11. The Hirer agrees to lift (not drag) anything moved within the facility and to return it to its original position.
12. The Hirer agrees not to use any fixed exhibits or decorations in the facility without the prior agreement of the Parish Representative.
13. The Hirer undertakes to secure all windows, doors and gates on vacating the facility.
14. The Hirer will return all keys to the Parish Representative in the manner and at the time agreed.
15. Subletting of the facility is not permitted.
16. Parking on Parish property except in the marked parking bays is not permitted unless by prior arrangement with the Parish Representative. All vehicles are parked at their' owner's risk.

**Cleaning:**

17. The whole facility must be left in a satisfactory and clean condition (including toilets, floors, kitchens, whiteboards, and outside areas).
18. The Hirer agrees to collect all rubbish in black plastic bags and remove all rubbish from the premises after the event hire period. As per Annexure A.
19. Under no circumstances shall alcohol be sold unless a temporary liquor licence has been obtained from the Victorian Commission for Gambling and Liquor Regulation. This licence must be sighted by the Parish Representative before the Hire period commences.
20. Alcohol is not to be served to persons under 18 years of age.

**Insurance (refer to option selected at top of Hire Agreement):**

21. Category A Hire: Public Liability insurance of up to \$20,000,000 is already in place for Anglican Church groups.

22. Category B Hire: The Hirer agrees to effect and keep in force public liability insurance cover at the Hirer's expense via <https://anglicanhalls.com.au/> or from another provider of the policy.

a. Liability for loss of or damage to property of the Owner

b. Indemnity for claims made against the Owner arising out of the negligence of the Hirer

and to produce to the Parish Representative evidence thereof.

23. Category C Hire: The Hirer agrees to effect and keep in force public liability insurance cover at the Hirer's expense for an amount not less than \$10,000,000 which shall include the following extensions :

a. Liability for loss of or damage to property of the Owner

b. Indemnity for claims made against the Owner arising out of the negligence of the Hirer

and to produce to the Parish Representative evidence thereof.

**Liability:**

24. The Hirer will do no damage to the facility, its furniture and furnishings, accessories or environs and will report to the Parish within seven days any loss or damage to property and will pay for its repair or replacement.

25. The Hirer agrees to notify the Parish Representative of all injuries arising out of the Hirer's use of the facility within seven days of becoming aware of the injury.

26. 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. The Hirer indemnifies the Owner and the wardens and parish councillors 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.

27. The Owner is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer's use of the facility. The Hirer will release the Owner from any claim made against the Owner arising out of, and in connection with, or caused by, the Hirer's use of the facility.

28. The Owner will not be responsible for the acts or omissions of contractors engaged by the Hirer. The Owner requires that the Hirer ensures that all contractors (e.g. caterers) have public liability insurance.

29. The Hirer agrees not to carry out any illegal activity, in or about the facility.

**Acknowledgement by Hirer**

30. The Owner makes no guarantee or representation to the Hirer about the condition of the facility or its suitability for the Hirer's purpose. The Hirer acknowledges that they have inspected the facility and it 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.

31. The Owner accepts no responsibility for private property left at the facility.

32. This Agreement also includes RAFT Anglican Church further Terms and Conditions as per attached Annexure A.

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I/we hereby confirm that I/we have read and fully understand and accept my/our responsibilities, as summarised above, in entering into this Hire Agreement including Annexure A.

Signed on behalf of the Owner: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed on behalf of the Hirer: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# Annexure A

## RAFT Anglican Church Further Terms and Conditions

### **A. Termination and Deposit:**

Termination of the hire contract can be effected by either party giving 14 days' notice. Please note that a flat rate of \$50 is required as a deposit, to secure any room booking. This amount is non-refundable. The balance of the hire fee and bond are payable 14 days before the scheduled event and a separate invoice will be raised in relation to this.

### **B. Security:**

Where there is a large group attending an event (greater than 100 guests) the hirer is encouraged to arrange for licensed security personnel to be present at all times at the hirers expense. The hirer must advise RAFT of the security firm and contact details if this is organized.

The hirer must register the party with the Victoria Police no less than 1 week in advance via the below link: [https://service.vic.gov.au/find-services/outdoor-and-recreation/register-a-party-with-the-partysafe-program?utm\\_source=vic\\_police&utm\\_medium=bob](https://service.vic.gov.au/find-services/outdoor-and-recreation/register-a-party-with-the-partysafe-program?utm_source=vic_police&utm_medium=bob)

### **C. Bond:**

A security bond of \$400.00 will be held for all functions and events and is to be paid, together with the balance of the hire fee, 14 days before the scheduled event. The bond will be refunded in full after the venue has been vacated and inspected by the venue manager. If any damage has occurred or the venue is not adequately cleaned, the areas of concern will be photographed/documentated, and action taken to rectify the problem. RAFT will deduct the value of works and additional management time from the bond monies. If the cost of repair is greater than the bond, the hirer will make any additional payments to meet the full costs of repair

### **D. Keys:**

If a key is needed to access the room required, a time will be arranged the week before the hire for pick up. The keys must then be returned no later than 7 days after the scheduled event. When the keys are returned they will be signed off in the key register by a member of management. If the key and or keys are lost or not returned, the cost to replace each lost key is \$100.00, this fee will be paid for by the hirer.

### **E. Facilities:**

You are only to enter the area that you are hiring. You are not permitted in any other area within the facilities. You are not to do or permit anything to be done in or on the church premises or any part of it that may be or come to cause nuisance, annoyance or damage to the facility or the owners, tenants or other occupiers of other property in the neighbourhood, or which may prejudice the insurance of the premises or any part of it.

### **F. Payments:**

Payments can be made by cash, eftpos or electronic deposit. RAFTs Bank Details are as follows;  
Account Name: The Anglican Parish of Ferntree Gully & Rowville, BSB: 083 321, Acct Number: 02 887 6573  
If making an electronic payment, please enter the letters RAFT followed by the date of the function and part of your surname/company name. (For example: *RAFT13Dec16Doe*).

### **G. Consumption of Alcohol:**

RAFT Anglican Church is not licensed to sell alcohol or keep alcohol on the premises. The consumption of alcohol is in accordance with responsible drinking guidelines and drunken and/or disorderly behaviour will result in the non-reimbursement of the hirer's bond.

RAFT does not permit any underage drinking on the premises. Alcohol must not be consumed in any external area of the property except for the decking area next to the hall.

Alcoholic beverages, including all vessels and packaging, brought to the venue by the hirer and the hirer's guests must be removed on departure.

**H. Advertising:**

The Hirer must not advertise their private function/party by any public medium including flyers, newspapers, posters or social media (Facebook, Instagram, Twitter etc.) without prior consent of RAFT Anglican Church, obtained in writing. Failure to adhere to this policy may result in the cancellation of the booking and forfeiture of the bond.

**I. Smoking:**

Smoking is not permitted within the building perimeter and may only take place on the rear deck. Smokers must use the sand buckets provided outside external doors on the rear deck to dispose of cigarette butts; no cigarette butts are to be disposed of in any other way.

**J. Rubbish Removal:**

The hirer must remove all rubbish from the premises after the event hire period. Skips, bins or other rubbish receptacles cannot remain on the RAFT premises after hand-over time. The cost of rubbish removal and management time will be deducted from the security bond.

**K. General Cleaning:**

All areas are to be left in the condition in which they were found. Hard surfaces are to be wet washed and wet mopped, (NB. hot water only on the hall floor), carpeted areas must be vacuum-cleaned as part of the closedown routine. Any damage that occurred will be rectified at the hirer's cost. RAFT will deduct the cost from the bond. If the cost of repair is greater than the bond, the hirer will make the additional payments.

**L. Noise, Curfew and bump-out:**

The hirer must be respectful of neighbours with regard to noise emanating from within the building and in outside areas such as the car park and rear deck. All music and external noise must be turned down at 11:00pm and cease no later than 12:00am. The event must be ended by 12:00 am and all guests should have left the venue by 12:00am. The hirer's guests must consider neighbouring residents and depart the facility in a quiet and respectful manner. The hirer is required to switch off all lights, fans, heaters / air-conditioners and other electrical equipment, secure all windows and doors. If the venue is not completely vacated at the agreed time, an additional charge of \$100 per hour; or any part thereof; will be deducted from the security bond.

**M. Equipment and Training:**

The hirer is not to interfere with or remove any church equipment, to lift (not drag) anything within the facility, and to return equipment to their original position. Prior to the use of any equipment, the hirer will be provided with training. Equipment must not be used prior to training being provided.

**N. First Aid:**

The first aid cupboard is located in the kitchen, opposite from the dishwasher. It is marked with a green emergency cross. The hirer may use this in case of an event. The hirer must fill in an incident report sheet (located in the cupboard) and list items used.

**O. Heating and Refrigeration:**

The stove is to be used for heating food only and must not be used for the preparation of food / meals from scratch ingredients. Space for refrigeration of drinks and food items will be provided in one of the refrigerators in the kitchen. This must be agreed upon when the booking is made. Where drinks are cooled

using tubs and ice, these must only be located on the rear deck area. Any spillages must be cleaned up immediately. One shelf in the separate upright freezer in the kitchen may be used.

**P. Decorations and Displays:**

The use of decorations, displays and any window blackout treatment must be arranged prior to the hire event. No streamers, balloons and similar decorations should be attached to the walls. Any marks / damage to walls or floor will be rectified at the hirer's cost. RAFT will deduct the cost from the bond. If the cost of repair is greater than the bond, the hirer will make any additional payments to meet the full costs of repair.

**Q. Jumping Castles:**

Jumping Castles are not covered by our insurance and therefore are not permitted on the RAFT premises or grounds.

**R. Smoke Machines:**

Smoke machines of any sort are not permitted on the RAFT premises or grounds.

**S. Candles:**

Wick burning candles are not permitted at RAFT.

**T. Rates:**

Venue/Facility hire rates may be reviewed at any time without prior notice.

**U. Indemnity:**

The hirer indemnifies RAFT Anglican Church and the Anglican Diocese of Melbourne and keep indemnified from and against all actions, suits, proceedings, claims, demands, damages and costs whatsoever brought, prosecuted or made (as the case may be) against RAFT Anglican Church and the Anglican Diocese of Melbourne for or on account of or in any way connected with the loss of life, personal injury or damage to or loss of property suffered or sustained of the acts, omissions, neglect or default (including negligence) or the hirer or any servant or guest of the hirer or agent of the hirer or any person claiming through or under during the period of hire. The hirer must provide a Certificate of Currency of Public Liability Insurance This insurance must be secured no less than 14 days prior to the hire event. No hire event may proceed without proper insurance.

**Acknowledgement:**

I/We agree to all the terms and conditions as set above. I/We understand that if I cancel this arrangement giving less than 14 days' notice I will forfeit the full bond payment. Any damage to the venue, equipment, objects or furniture caused by negligence on our/our guest's part will be our responsibility and the cost for repair/replacement will be paid by us.