

General Conditions of Hire

Please read these Conditions of Hire carefully and sign each page.

1. BOOKING

- 1.1. Applications for hiring premises for the function shall be made to the Operations Director of the Church on the Venue Hire Contract and Booking Form supplied by the office of the Church.
- 1.2. The Church may require the hirer at any time to supply a detailed written description of all activities to be conducted on the premises during the period of hire.
- 1.3. The booking will not be considered effective by the church until:
 - the specified deposit, if applicable, is received by the church and;
 - the completed venue hire contract and booking form is received by the church.
 - The hirer has received written confirmation from the church

2. CHARGES AND DEPOSITS

- 2.1. The charges payable by the hirer shall be those set under **\$Hire Fees** and will remain in place for the duration of the agreement
- 2.2. The hirer shall pay to the Church such deposit, and at such time, as the church specifies.
- 2.3. The hirer shall pay the balance of charges at such time as determined by the church.
- 2.4. The hirer will be liable to pay the Church a commission on any and all merchandising items that are sold at any church venue and during the course of any activities that are booked through the church office.

3. TERMINATION OF AGREEMENT

- 3.1. Termination of this agreement must be given two weeks in advance of the final hire date.
- 3.2. Where notice of termination is given with less than two weeks advance notice, the hirer will be obligated to pay an additional week of hire fees.

4. INSURANCE

- 4.1. The hirer shall indemnify and keep indemnified the church against all losses, expenses, liabilities, injuries, claims and damages incurred as a result of or arising out of the hiring of the premises whether caused by any act or omission of the hirer, its servants, agents, or invitees.

5. PUBLICITY

- 5.1. The hirer shall not issue any advance publicity to the use of the premises before receipt of written confirmation of the hiring by the church
- 5.2. The hirer shall not make any statement in any advertisement which directly or indirectly falsely implies that the use for which the premises are hired is conducted or promoted by the church.
- 5.3. The hirer shall not display any poster or advertisement in any part of the premises or grounds of the church without prior approval from church management.

6. OBSERVANCE OF LAWS

- 6.1. The hirer shall comply with the provisions of the Church, the By-laws, Statutes and Regulations of the church, and with the provisions of all Acts and Regulations applicable to the hirer, including the Health Act and the Local Government Act and any Regulations made thereunder and shall indemnify and keep indemnified the church against all losses, expenses, liabilities, claims and damages incurred as a result of the hirer's breach of any such Act, By-law, Statutes or Regulations.
- 6.2. The hirer shall comply with the Live Theatre & Concerts Award and the Copyright Act with respect to the recording and/or broadcasting of any activities which take place in a venue managed by the Church or which is booked through the office of the Church.
- 6.3. The hirer shall indemnify and keep indemnified the church against all losses, expenses, liabilities, claims and damages incurred by the church for infringement of copyright arising from the hirer's use of the premises. The church is under no obligation to ensure, prior to the use of the premises, that the activity for which the premises are hired does not infringe copyright.
- 6.4. The hirer shall not admit patrons to the premises in excess of the number of seats available or that of the agreed amount settled by the Operations Director.
- 6.5. The hirer shall not admit patrons to facilities/rooms on the premises that are not included in the hire.
- 6.6. The hirer shall comply with all relevant Covid-safe Industry plans, restrictions and laws outlined in the Chief Medical Officer's Health Directive No. 8.

7. GOOD ORDER

- 7.1. The hirer shall be responsible for the maintenance of good order in and around the premises during the period for which the premises are hired.
- 7.2. The hirer shall comply with any instruction by any officer of the church to the maintenance of good order and compliance with these conditions in and around the premises.

8. ALTERATIONS TO ROOM

- 8.1. Any alterations of the normal seating or setting of any area of the premises shall be made only with the written consent of the Operations Director of the Church and at the hirer's expense.

9. DAMAGE TO PREMISES AND EQUIPMENT

- 9.1. The hirer shall be responsible for leaving the premises clean and tidy at the conclusion of the hiring and the church may carry out, at the expense of the hirer, such cleaning or other work as may be required to restore the premises to a satisfactory condition.
- 9.2. Excepting fair wear and tear, the hirer shall be liable to the church for any damage to the premises, or any fittings, equipment, furniture, carpets or other property therein, which occurs during the period of the hiring.

10. **LIQUOR AND REFRESHMENTS**

10.1. The hirer shall not bring or sell any liquor, beverage, food or refreshments on any part of the premises hired unless specifically approved by the Location Pastor or an authorised officer nominated by her/ him.

11. **RETENTION OF MONIES**

11.1. The Church may retain any monies paid by the hirer, or received by the church on behalf of the hirer until the hirer has paid to the church all sums due from the hirer to the church.

12. **DISPUTES**

12.1. Any dispute between the hirer and the Church arising from or in relation to any hiring of premises or from the terms of the Conditions of Hire shall be submitted to arbitration by a person appointed by the Chief Operating Officer of the Church and the decision of the arbitrator shall be binding on the hirer and the Church.

13. **KEY TO THE PREMISES**

13.1. When provided with a key to the premises, the hirer agrees to sole responsibility for its safekeeping.

13.2. The hirer agrees to providing the identity and drivers license details of the designated representative who will keep possession of the key to the Church.

14. **LOCK UP POLICY**

14.1. The hirer agrees to sole responsibility for locking up the building at the conclusion of their event/hire period.

14.2. The hirer agrees to ensure all lights, air conditioners and powerpoints are switched off in the areas/rooms of hire.

15. **COVID-SAFE POLICIES**

15.1. The hirer agrees to supply and comply with an industry approved Covid-Safe Plan which includes:

- Appropriate cleaning practices (before and after hire)
- Social distancing
- Encouraging and practicing good hygiene
- Ensuring room capacity limits are adhered to (as indicated)
- Implementing an adequate contact tracing register

15.2. The hirer also understands that this event must be restricted to 140 people in attendance and that anyone who exceeds this number will be turned away

16. **APPLICATION OF THE CONDITIONS OF HIRE**

- 16.1. The church reserves the right to amend or delete any of the conditions of hire as outlined above or to add extra conditions provided that the hirer is notified prior to confirmation of the booking of any changes made to the conditions. The applications of the various conditions may therefore vary from hirer to hirer as the church in its sole opinion considers necessary.