



71-77 Albert Street
Berry NSW 2535
(PO Box 103)
Phone: 0425 220 258

Terms & Conditions of Usage

1. **Reputation.** The User shall avoid any action which is contrary to the Church's mission, reputation or activities in the community;
2. The User shall provide a copy of any event **advertising** material to the Booking Officer prior to publication;
3. **Payments** may be made by direct deposit to: Berry Uniting Church, Bank: National Australia Bank, BSB: 082 435, A/c No. 563783969. Please provide an Identifier with the payment: e.g. "Church/Hall John Smith" and email bookings@berryuniting.org when payment is made.
4. **Key** The User is to collect and return the key in accordance with arrangements made with the Booking Officer. The key is not to be loaned or given to any other party unless by permission of the Booking Officer. **There is a charge of \$20.00 for a lost key.**
5. **Insurance.** The User shall have a Public Liability Policy of at least \$10,000,000. This Policy should note the interest of The Uniting Church in Australia Property Trust (NSW). If requested, the Booking Officer will arrange for appropriate insurance cover at an additional fee;
6. The **times** booked must include set up time, and last person out. Any use of the facility outside the engaged times will be charged for at the appropriate rate. The additional charges must be paid within 7 days of the issue of Church's invoice.
7. The User may **cancel** a booking. Where the booking is cancelled less than 7 days prior to the hire date(s), Church Council will retain the right to charge for the booking.
8. A User using the **kitchen** must comply with all legal requirements.
9. The User will not permit the **smoking** of any substance, or the consumption of **drugs** within or on church buildings or grounds;
10. The User shall comply with the reasonable directions of the Church's representatives as to the use and rearrangement of **furniture** if any is used or moved by the User;
11. The User will avoid any **noise** or action which will interfere with the Church's activities or neighbours;
12. The User will provide adequate and responsible **supervision** to ensure the safety of the facility and those persons involved with the User in its use of the facility;
13. Should any **damage** occur for any reason during the User's occupancy or use under this Agreement, the User shall pay the Church the costs of such damage or loss to the facilities;
14. The User will **indemnify** the Church, its officers and members for and against all damages, costs, claims and demands which are or may be made against the Church by the User or any persons, using the facility in connection with the User's purpose, for any loss, injury or damage to persons or property sustained and arising out of the negligence of the User whilst in or on, entering or leaving the facility;
15. The User shall comply with any safety rules or **evacuation plans** in existence;
16. **Property** owned by the User and its invitees and brought into the facility is at the User's sole risk and is not covered by any Church insurance. The Church will not be responsible or liable to the User for any loss or damage to such property occurring during or in connection with the User's use of the facility.
17. The Church shall not be liable to the User for any loss or damage which the User may incur due to the facility not being available to the User for any reason beyond the control of the Church.
18. The User shall not be entitled to store any goods, merchandise, equipment or other items in the facility except on such terms and conditions as are agreed by the Church;
19. The User agrees that this Agreement does not give rise to a leasehold interest in the facility, only a right of non-exclusive use in accordance with the terms of this Agreement;

20. **Fire Risks** The User must ensure the following:

- a. No Fire Exits can be obstructed at any time.
- b. No smoke machines or open flame is allowed.
- c. No Helium Balloons are permitted in the facility.

21. **IMPORTANT -After Your Function**

The User will:

- sweep floors (and mop if needed,) wipe all tables and leave the rooms and toilets in a clean and tidy condition. **If this is not done, a cleaning fee of \$50.00 will be charged;**
- if kitchen is used, wash and put away all crockery, wipe all benches and sweep or mop the floor if needed. **If this is not done, a cleaning fee of \$50.00 will be charged;**
- stack chairs in stacks of five in the Main Hall;
- place chairs around the walls in Wesley Hall;
- place all rubbish and waste matter, in plastic bags tied at the neck, within the garbage bins provided; (large amounts of rubbish shall be removed by the User);
- turn off lights and air conditioners and
- lock all doors, including toilet doors.

22. **COVID-19 REGULATIONS**

- The User shall submit a COVID-19 Safety Plan;
 - The User shall not be permitted to use Church property until the COVID-19 Safety Plan has been approved by the Berry Uniting Church Church Council or its nominee;
 - The User will comply with all Legislature, Regulations and Public Health Orders in relation to COVID-19, including the undertakings made by the User in the approved COVID-19 Safety Plan;
 - The User agrees to use the hand sanitizer and cleaning materials supplied by Berry Uniting Church;
-