

Hirer Agreement (Victoria) – Instruction Sheet

NOTE: No Hirer Agreement is required for activities or events held, or arranged for, or on behalf of, the local Church Congregation.

IMPORTANT CHECKLIST FOR CONGREGATION TO COMPLETE:

The agreement is for a hall/meeting room hire or similar arrangement using church premises for **one-off use** or **regular use** for a consecutive period of less than 12 months (including any previous occupancy). Please contact Synod Property Services regarding agreements longer than 12 months.

User is a company with ACN number or an individual. (If **unincorporated group** then one or more individuals need to undertake responsibility for signing the hire agreement and obtaining insurance).

User is not being granted exclusive possession of church premises (please contact Synod Property Services for clarity on the meaning of 'exclusive possession').

User is not using the church premises for a business enterprise. If User proposes to use the church premises for retail purposes such as selling goods and providing commercial services, please contact Legal Services on 9116 1452 or UCA.Legal@victas.uca.org.au for further advice.

Church Council has received an Insurance Certificate of currency from User and **verified that the name on the Certificate matches the User's name on the hirer agreement.** **OR** The User can apply for Hirer's Public Liability Insurance with the Uniting Church if they are hiring the premises for a maximum of 15 days per year. Please contact Synod Insurance Services to apply on 9116 1400 or insurance@victas.uca.org.au.

User is being charged a fair and reasonable market hirer fee plus GST. Please consult the Frequently Asked Questions regarding the hirer fee or applicability of GST.

User has been alerted to clause 2(c) of the **Conditions of Use** regarding their obligation to comply with all laws and standards relevant to their permitted use, including complying with emergency powers arising from a state of emergency as well as including working with children checks and mandatory reporting legislation. Users who are unsure of their child safety obligations are to be directed in the first instance to <http://ucavictas.org.au/keepingchildrensafe/wp-content/uploads/2017/09/KCS4-Code-of-Conduct-fillable.pdf>

Safety rules or evacuation plans (if any) are attached to the agreement, marked "**Annexure B**". If your Church does not have any rules or plans, please contact Synod Property Services for assistance.

Confirm the proposed use of the land by the User is permitted by the zoning of the Church land. If unsure, please contact Synod Property Services.

Congregation to contact Property Services if any rent arrears outstanding for more than 3 months.

Confirm that a signed and dated agreement as well as the User's Insurance Certificate of Currency are kept on file with Agency records.

Unsure about anything? – Call Synod Property Services (03) 9116 1956

.....
Signed and acknowledged on behalf of _____
(insert congregation name)

.....
Date

HIRER AGREEMENT (VIC)

DATE _____ (insert date of signing)

PARTIES

- **Name** _____ Uniting Church (insert name of Congregation)
on behalf of **The Uniting Church in Australia Property Trust (Victoria)**

Referred to as: (the **Church**)

Details Address: _____
Email: _____
Contact Person: _____
Phone: _____

- **Name** _____

Referred to as: (the **User**)

Details Address: _____
Email: _____
Contact Person: _____
Phone: _____

THE PARTIES AGREE:

- The Church is the owner of the property at _____ (specify address) including the hired area described as _____ (describe hired area eg hall, meeting room) and if applicable, marked with hatching on the attached plan being “**Annexure A**”.
- The Church has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the hired area in accordance with this hirer agreement (‘agreement’) which includes the attached **Conditions of Use**.
- The User agrees to use and occupy the hired areas on the terms and conditions of this agreement for the permitted use of: _____ (specify User’s purpose eg dance class, craft group).

1. KEY TERMS OF AGREEMENT

1.1. Commencement Date and End Date

This agreement will continue for the term, commencing on _____ (date) and ending on _____ (date), subject to any earlier termination or extension granted in accordance with this agreement. (**NB. initial term to be no longer than 12 months**).

1.2. Hired Area to be used

The Church allows the User to use and access the hired area hatched on the attached sketch plan being **Annexure A** (if applicable) and any specified furniture, fittings and equipment as follows:

Chairs	Toilet facilities	Piano/ organ
Tables	Kitchen facilities _____	Car parking (shown on plan)

Other areas or facilities/ items: _____

1.3. Scheduled Hours

Unless otherwise agreed between the parties, the hired area will be used only on the following days and times (*please complete eg Monday 4pm-5pm*):

Monday	_____	Friday	_____
Tuesday	_____	Saturday	_____
Wednesday	_____	Sunday	_____
Thursday	_____		

Including public holidays _____ Including School Holidays _____
 Excluding public holidays _____ Excluding School Holidays _____
 OR List specific hours and dates: (*eg 7:00pm - 9:00pm, Aug 23rd and 24th, Oct 18th and 19th*)

(hours and dates)

1.4. Hire Fee

The hire fee payable by the User will be calculated as follows:*

Usage fee (minimum \$1)	\$ _____	per	usage	week	month
Electricity/ gas/ water contribution (if any)	\$ _____				
Cleaning Surcharge (if any)	\$ _____				
GST (if any) *	\$ _____				
Total	\$ _____				

*GST is payable if the Church Congregation is registered for GST and issues a tax invoice upon demand to the User. Church to notify User if GST is payable.

1.5. Frequency of Use

One-off User _____	Regular User
(go to clause 1.8)	(go to clause 1.6)

**1.6. Option to Renew**

This agreement may be renewed at the end of the term subject to both parties agreeing to the renewal and there being no breach of this agreement and the new term and hire fee being agreed. The User must give notice of its intention to renew no later than the date 3 months before the expiry date of the term.

1.7. Termination

- (a) Either party may give written notice of the termination of this agreement for any reason, provided that 1 month's notice is given.
- (b) The Church may terminate the agreement immediately if the User is in breach of any of the terms of this agreement and fails to remedy the breach within 7 days of receiving a written notice specifying the breach.

1.8. Payment of Hire Fee

- (a) One off User – hire fee shall be paid at any time prior to occupation.
- (b) Regular User – hire fee (or pro rata part thereof) shall be paid on

(advise when fee will be paid eg 1st of the month, every quarter etc) : _____

- (c) Payment may be made:

A. By cheque made payable to OR

(insert Congregation name)

B. By bank direct deposit to Church:

Account Name _____
BSB _____
Account number _____
Reference: _____

Please send cheque:

Attention _____

C. By Credit Card (if applicable)

Name on Card _____
Credit Card Number _____

Expiry Date _____
Master Card
Amount to be charged _____
Signature _____ Date _____

D. Other (please advise)**1.9. Payment of Security Deposit**

A security deposit of \$ _____ (insert amount, if applicable) shall be paid (via payment method at 1.8) prior to the User's occupation of the hired area as security against any damage or cost incurred as a result of the User's occupation. If there is no breach of conditions, damage or extra cleaning costs, the security bond shall be returned in full to the User as follows:

A. Bank Account**OR**

User's Account Name _____
BSB _____
Account number _____ Reference: _____

B. Other (please advise)

SIGNING PAGE

SIGNED by the **CHURCH** by its authorised
Church Council representative

in the presence of:

Signature

Signature of witness

Name and role

Name

SIGNED by the **USER** by its authorised
representative

in the presence of:

Signature

Signature of witness

Name and role

Name

The User acknowledges that they have received, read and understood the attached **Conditions of Use**.

For and on behalf of the User

Conditions of Use

The parties agree that for payment of the hire fee, the User and all persons acting on behalf of the User shall have the non-exclusive right to use and occupy the hired area for the User's permitted use for the term on the agreed days at the agreed times, on the conditions of use as set out below.

1. The following expressions will have the following meanings:
 - The Church** means The Church Council of the Uniting Church Congregation having the control of the hired area and includes its ministers, members and employees and The Uniting Church in Australia Property Trust (Victoria).
 - The User** means the person, group or organization using the hired area, together with the representatives, office bearers and employees of the user.
 - The hired area** means that part of the Church's property used or occupied by the User, and includes any specified furniture, fittings and equipment therein owned or supplied by the Church and specified in clause 1.2 of this agreement.
2. At all times during the term, the User must:
 - (a) pay the hire fee on time, without demand;
 - (b) only use the hired area for the permitted use;
 - (c) comply with all laws affecting or relating to the User's use and occupation of the hired area, including but not limited to the following: (i) complying (at the User's own cost) with any Act, Regulation or Direction made relating to cleaning, vaccination or public-health related requirements which may be in force during the term of this Hire Agreement, including where such requirements arise from emergency powers in a state of emergency. Where requested by the Church, the User must promptly evidence its compliance with such laws; and (ii) its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations;
 - (d) obtain and keep current all licenses (including copyright licenses), authorizations, permits (including any planning permit required for the User's permitted use), accreditations, professional indemnity insurance (if applicable) and any other approvals necessary to comply with the permitted use of the hired area;
 - (e) comply with all rules or directions of the Church's representatives as notified to the User from time to time, including any safety rules or evacuation plans in existence which may be annexed to this agreement as **Annexure B**;
 - (f) provide a safe environment to its guests, patrons and employees;
 - (g) keep the hired area in a clean and tidy condition;
 - (h) avoid any noise or action which will interfere with the Church's activities or neighbours;
 - (i) avoid any action which is contrary to the Church's mission, reputation or activities in the community;
 - (j) avoid any action which would cause damage or allow damage to the hired area or other Church property or which may invalidate or increase the premium of any Church insurance policy. Should any damage occur for any reason during the User's occupancy or use under this hire agreement, the User shall notify the Church as soon as practicable and pay on demand the reasonable costs of such damage or loss;
 - (k) not permit the smoking of any substance, or the consumption of drugs within the hired area or on Church property. Service or consumption of alcohol in the hired area is only permitted with prior written consent from the Church.
 - (l) not to make any alterations or additions to the hired area;
 - (m) leave the hired area securely closed and locked with all lights, heaters and other appliances turned off or as otherwise directed by the Church;



3. The User must have a Public Liability Policy of at least \$20,000,000. This Policy should note the interest of The Uniting Church in Australia Property Trust (Victoria). The User can apply for the free cover of Hirer's Public Liability Insurance with the Uniting Church if the hired area is to be used for not-for-profit and one-off event, with a maximum of 15 days per year. Please contact Synod Insurance Services to apply on 9116 1912 or insurance@victas.uca.org.au.
4. The User will indemnify and hold harmless the Church against all costs, liability, loss or damage caused to the Church as a result of:
 - (a) damage or injury to any property or person caused by the User, its employees, agents or invitees;
 - (b) a breach by the User of its obligations under this agreement;
 - (c) any negligent act or omission by the User, its employees, agents or invitees in the performance of or in connection with the User's use and occupation of the hired area; or
 - (d) any legal requirement to carry out cleaning and sanitisation of the hired area following the User's use of the hired area.
5. Property owned by the User and its invitees and brought into the hired area is at the User's sole risk. 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 hired area.
6. The Church shall not be liable to the User for any loss or damage which the User may incur due to the hired area not being available to the User for any reason beyond the control of the Church.
7. The right of the User to use the hired area will not grant the User permission to use equipment in the hired area or to store the User's items in the hired area except as specified in this agreement and then only in accordance with any directions given by the Church.
8. The User warrants and undertakes to the Church that no use of the hired area will be for retail purposes and that the User will not do anything which will have the provisions of the Retail Leases Act 2003 (Vic) apply to this agreement.
9. The User acknowledges that this agreement shall not be capable of assignment, transfer, subletting or granting of any interest to any other person by the User and the rights conferred by this hire agreement are personal to the User only.
10. The User acknowledges that it has satisfied itself as to the state and condition of the hired area and the items used in the construction of the hired area, and the User covenants with the Church so it will not require the Church to carry out any works or repairs or comply with any legal requirement to carry out cleaning or sanitization with respect to the hired area to make it fit for the intended use by the User.
11. The User agrees that this agreement does not give rise to a leasehold interest in the hired area, only a short-term right of non-exclusive use in accordance with the terms of this agreement.
12. The Church will take all reasonable steps to ensure that the User has quiet enjoyment of the premises.
13. The User's use and occupation of the hired area under this agreement is granted subject to the Church's right to use that area, where required, for the purpose of funerals or other unforeseen or important church activity on the condition that a minimum of 3 days' notice is given by the Church.
14. If a dispute arises regarding any matter under this agreement, the parties' representatives will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation using their best endeavours and acting in a spirit of co-operation.
15. Terms 1.1 to 1.5 and 1.8 to 1.9 in this agreement may be reviewed at any stage, at the request of either party, and may be amended with the consent, in writing, of both parties.
16. A Party may execute this agreement by signing any counterpart and all counterparts constitute one document taken together

ANNEXURE A

*(Plan of premises **if applicable** with hired area hatched and showing location of any car-parking)*