

ATTACHMENT 3 - MEMORANDUM OF HIRE AGREEMENT

ALL SAINTS' ANGLICAN CHURCH MITCHAM

18 EDWARD STREET, MITCHAM VIC 3132

ABN 99 109 503 192

MEMORANDUM OF HIRE OF FACILITY

Owner Melbourne Anglican Trust Corporation

Hirer Name, Address, Contact number, Parish Representative

Description of Facility to be hired:

- Church Hall, Church House, Other, Parish Centre Hall, Parish Centre Kitchen

Date(s) of hiring: From: ___/___/2011 To: ___/___/2011

Weekday / Time of hiring:

Mon Tue Wed Thu Fri Sat Sun Time: from ___am/pm to ___am/pm

Mon Tue Wed Thu Fri Sat Sun Time: from ___am/pm to ___am/pm

Hiring Fee (including GST) \$.....per hour. This fee is subject to periodical review.

Public liability insurance sighted:Policy expires

Obligations of the Hirer

- 1. To pay the hiring charges... 2. To only use facilities... 3. To leave the facility... 4. To remove all rubbish... 5. Not to remove anything... 6. To lift (not drag)... 7. Not to use any exhibits...

8. To do no damage to the facility, its furniture and furnishings, accessories or environs and to report to the Parish any loss of damage to property and to pay for its repair or replacement.
9. Not to permit smoking within the facility.
10. To switch off all lights, fans, heaters/air conditioners and other electrical equipment before vacating the facility.
11. To secure windows and doors on vacating the facility.
12. To return any keys to the Parish in the manner and at the time agreed.
13. To effect and keep in force public liability insurance cover at the Hirer's expense for an amount not less than \$5,000,000 which shall include the following extensions :-
 - Liability for loss of or damage to property of the Owner
 - Indemnity for claims made against the Owner arising out of the negligence of the Hirer
 and to produce to the Parish Representative evidence thereof.
14. Evening functions should conclude by 12:00 midnight and the premises must be vacated by 1:00 am.
15. During the period of hire, to create no nuisance either by way of noise or otherwise so as to inconvenience adjoining owners or occupiers.
16. Not to carry out in or about the facility any illegal activity.
17. Not to permit the parking of vehicles in the Church driveways at any time.
18. The Hirer shall, at their own expense, and/or when directed by the Parish Representative, arrange for police attendance.
19. Not to permit barrels or drums for the storage of ice in the facility.
20. Not to sell liquor on the premises. The Hirer is reminded that it is an offence to serve liquor to minors.

Acknowledgement by Hirer

The Hirer acknowledges that the facility 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.

Indemnity

The Hirer hereby 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.

Signed on behalf of the Owner

.....

Signed on behalf of the Hirer

.....

Date:

OPTIONAL CLAUSES (tick to include optional clauses)

<input type="checkbox"/>	Not to permit the parking of vehicles in the Church driveways at any time.
<input type="checkbox"/>	The Hirer shall, at their own expense, and/or when directed by the Parish Representative, arrange for police attendance.
<input type="checkbox"/>	Not to permit barrels or drums for the storage of ice in the facility.
<input type="checkbox"/>	Not to sell liquor on the premises. The Hirer is reminded that it is an offence to serve liquor to minors.
The following general clauses may be used:	
<input type="checkbox"/>	The Hirer shall deposit the sum of \$_____.__ as a guarantee of fulfilment of all terms and conditions, and as security against damage or extra cleaning. The Hirer shall be liable to pay any further amount in excess of such bond on demand by the Parish to meet the full cost of such damage or extra cleaning. Should the Hirer not fulfil the terms and conditions then the bond shall be forfeited. If there is no breach of conditions, damage or extra cleaning costs the bond shall be returned.
<input type="checkbox"/>	Bond monies may be forfeited unless written advice of cancellation of booking is received two weeks prior to booking date.
<input type="checkbox"/>	If the Parish Representative, or any Officer of the Parish deems it necessary to shut down a function, with or without the aid of the police, the bond shall be forfeited.
<input type="checkbox"/>	To respect the rights of residents in the area of the facility. All guests are to be instructed to disperse quickly, quietly and with respect for the residents when leaving. Any complaints from the residents may result in the bond being forfeited.
<input type="checkbox"/>	Not to enter or permit any person to enter any area other than the facility which is the subject of this agreement.
<input type="checkbox"/>	Not to move pianos without prior agreement of the Parish.
<input type="checkbox"/>	To ensure that any stage or the rear thereof shall be out of bounds and any stage curtains may be used only by prior agreement with the Parish.
<input type="checkbox"/>	Not allow amplification of music unless the Parish Representative grants special written permission. If such permission is given, the volume will be kept to acceptable levels in accordance with the Environmental Protection Act. All music must be turned down by 11:00 pm and turned off by 1:00 am. Note that under this Act, if police are called out regarding noise levels on the second occasion they will impose a fine.