

## Property Hire Agreement Anglican Diocese of Canberra & Goulburn

St Mark's National Theological Centre (St Mark's)  
as agent for the Anglican Church Property Trust Diocese  
of Canberra and Goulburn (the Property Trust)

To be completed for any hirer who is not part of the Anglican Diocese of Canberra and Goulburn.

|                           |                          |
|---------------------------|--------------------------|
| Authorised representative | Andrew Cameron           |
| Contact No                | 02 6272 6252             |
| Email                     | admin@stmarks.edu.au     |
| Booking officer           | Julia Bell               |
| Description of facility   | St Mark's Training Rooms |

|                           |  |
|---------------------------|--|
| <b>Hirer name</b>         |  |
| Authorised representative |  |
| Contact No                |  |
| Address                   |  |
| Email                     |  |

|                             |  |
|-----------------------------|--|
| <b>Nature of hire / use</b> |  |
| <b>Date(s) of hiring</b>    |  |
| <b>Start time</b>           |  |
| <b>Finish time</b>          |  |
| <b>Agreed hiring fee</b>    |  |

## CONDITIONS OF HIRE

### Applying

- 1 The right to accept or refuse an application to hire is at the discretion of the booking officer.
- 2 Charges for the use of the facility must be paid at the time of the application or, in the case of ongoing bookings, by arrangement with the booking officer.
- 3 In the event that an application is rejected, all money paid will be refunded.

### Cancellation

- 4 The hirer may cancel the booking by written notice to the booking officer, at any time before the date of hire.
- 5 The booking officer may cancel the booking by written notice to the hirer at any time before the date of the hire if the booking officer becomes aware that any event, good or service proposed to be held or provided by the hirer is, in the reasonable opinion of the booking officer, objectionable, dangerous, is prohibited by law or is otherwise not in keeping with the values or ethos of St Mark's.
- 6 In the event of cancellation under clauses 4 or 5, all money paid will be refunded to the hirer, less a \$20 cancellation fee.
- 7 If the hirer gives less than 24 hours' notice of cancellation under clause 4, then a cancellation fee of the greater of 10% of the hiring fee or \$50 will be payable in addition to the cancellation fee payable under paragraph 6.

### Hirer's responsibilities

- 8 The hirer may be asked to pay a bond of \$300\* to the booking officer on approval of the application.
- 9 The bond will be refunded in full provided that no damage occurs to the facility, and the facility and surrounding property is left clean and tidy.
- 10 The hirer must follow all directions given by the booking officer and is responsible for the overall supervision of the event and compliance with all laws and regulations that apply to the event.
- 11 The hirer must not do or allow to be done, anything that does or may cause damage.
- 12 Items are not to be attached to walls, floors, blinds or any part of the buildings without the prior written permission of the booking officer.
- 13 The hirer is responsible for the repair or replacement of any damage caused and any bond may be applied towards that cost. Should any damage occur, the booking officer's assessment of the issue will be final.
- 14 If the hirer loses keys, and replacement keys or locks are required, this cost will be the responsibility of the hirer and may be deducted from any bond.
- 15 The hirer must switch off all lights, fans, heaters, air conditioners and other electrical equipment (other than refrigerators – see clause 29(d)).

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\* This amount may be amended (increased or decreased) to reflect the value of the property being hired.

## Disputes

16 If any disputes arise, the decision of St Mark's will be final.

## Condition of the facility

17 Neither St Mark's nor the Property Trust make any guarantee to the hirer about the condition of the facility, or its suitability for the hirer's purpose.

18 The hirer acknowledges that an inspection of the facility has been undertaken, or is not deemed necessary by the hirer, and confirms that it is suitable for the hirer's purpose.

19 The facility must be left in the same condition as the hirer found it noting:

- chairs are to be stacked neatly
- all rubbish is to be removed
- all external doors are to be locked
- toilets in a tidy condition

## Use of the facility

20 The use of the facility is at the risk of the hirer at all times.

21 Neither St Mark's nor the Property Trust will be responsible for the acts or omissions of contractors engaged by the hirer. The hirer must ensure that all contractors have public liability insurance.

22 No sales of any kind are permitted without the prior written approval of the booking officer.

23 Subletting of the facility is not permitted.

24 People authorised by the booking officer will at all times be entitled to free access to all parts of the facility.

25 The hirer is aware that the facility is within or near a residential area and the hirer must ensure that all people attending the facility refrain from any behaviour which could be reasonably interpreted as disturbing the neighbours or infringing on a person's property and/or rights.

26 The hirer of the facility and guests are only entitled to access the facility and any approved associated elements hired. This does not extend to any other property.

27 The hirer must ensure that guests park only in the designated carpark or on the street. Parking on lawns or nature strips is not permitted.

28 Neither St Mark's nor the Property Trust accept any responsibility for private property left in the facility.

## Use of the kitchen

29 If kitchen facilities are included in the hire, the hirer must ensure that:

- (a) all appliances are left clean and tidy,
- (b) no food or drink is left in the facility,
- (c) all rubbish/recycling is removed and placed in the appropriate bins, or removed entirely off-site, and
- (d) the refrigerator(s) are left switched on.

### Activities and entertainment

- 30 Details of activities and entertainment must be included in the application.
- 31 Activities or entertainment not aligned with the values or ethos of St Mark's will not be permitted.
- 32 The hirer must ensure that noise is contained within the requirements of local government regulations.
- 33 The hirer must obtain any necessary permits from relevant authorities.

### Alcohol

- 34 Alcohol must not be served at an event without the written consent of the booking officer. The booking officer may withhold such consent at his/her absolute discretion.
- 35 Alcohol must not be sold until approval has been given by the booking officer. The booking officer will not approve the sale of alcohol until the hirer provides evidence that the appropriate liquor permit has been obtained.
- 36 Normal alcohol regulations apply. Alcohol must not be served to guests under 18 years of age.

### Smoking

- 37 Smoking is not permitted in any part of the facility.

### Insurance

- 38 The hirer accepts responsibility for the safe custody of the property during the term of the hire or use. The hirer indemnifies the Property Trust for any liability arising from the hire and use of the buildings and other property.
- 39 Personal hirers may avail themselves of insurance cover through Anglican Diocesan Services.
- 40 Non-personal hirers must provide, at least three days prior to the hire, evidence of current public liability insurance for not less than \$20 million covering any damage to the hired property or any legal liability that may arise from the use of the hired property.
- 41 In this agreement **personal** means the hirer is a person or unincorporated group meeting for a non-commercial, non-political purpose where the meeting is not open to the general public and the hirer does not have a public liability policy.
- 42 Tick one of the following boxes in relation to insurance.

I/we have arranged my/our insurances to cover the liabilities listed above and to indemnify the Property Trust and enclose evidence of the insurance.

or

I/we request that the Property Trust arrange insurance to cover these liabilities to \$2 million and I/we agree to pay the premium calculated at \$25.00 per day (plus GST). I/we accept that this insurance is subject to payment by me/us of the first \$500.00 for property damage

43 The hirer confirms that I/we have read and fully understand and accept my/our responsibilities in entering into this hiring agreement.

**Signed on behalf of St Mark's**

.....  
Signature of authorised representative

.....  
Date

**Signed on behalf of the Hirer**

.....  
Signature of authorised representative

.....  
Date

Policy drafted by Risk and Compliance, Anglican Diocesan Services  
Phone (02) 6245 7101 or email [business.support@anglicands.org.au](mailto:business.support@anglicands.org.au)