# Terms and Conditions of Hire 2018



The church and hall buildings are owned by the Trustees of the Anglican Diocese of Tasmania and managed by Wellspring Parish, and are therefore subject to the policies of both organisations. The following outlines the terms and conditions of hire.

# **Application Form**

All requests to hire the facilities must be in writing. See application form at end of this form.

# **Obligations of the Hirer**

- To pay all fees in the time and manner agreed.
- To leave the facility clean and undamaged, with all furniture and other belongings of the church returned to their original locations and condition. Piano will not be moved without prior agreement of the Parish.
- To remove all rubbish and recycling created.
- To seek agreement with the Parish prior to bringing in and using (indoors or outdoors) any extra equipment, structures, displays, decorations etc (please call the office on 62212310).
- Not to permit smoking on the premises.
- Not to remove anything owned by the Parish from the facility.
- Report any breakages or losses to the church, and pay for its repair or replacement.
- Switch off lights, heaters and electrical equipment, and secure windows and doors before leaving the premises.
- Return any keys provided by the church as agreed.
- Not to carry out, in or about the facility any illegal activity.
- The Hirer shall obtain insurance as detailed below and supply to the Parish a copy of such policy with the application form.
- Where a facility is used for longer than the period of hiring the Hirer will be required to pay the additional charge calculated at the relevant rate.
- Premises must be vacated by 12midnight.

# **Cancellations**

We require at least one weeks' notice to any changes in bookings. If we are not notified of any changes, full rates will apply according to the original booking.

# Avoid disturbance to our neighbours

The hall is located in a residential area. Evening functions are to be concluded by midnight. No music etc. should be played after 11pm nor should it be audible outside of the property. Drivers must not park over driveways, and must leave quickly and quietly. Breach of any of these terms may result in refusal of future requests for hire.

We do not permit liquor to be sold on the premises. If at your event you wish to permit BYO alcohol please consult the office.

# **Public Liability Insurance**

All hirers must be insured to a suggested value of \$10 million against:

- Injury to persons while on the property
- Damage to the property due to the activities of the hirer
- Workers' compensation to cover any employees of the hirer required to work on the property

On applying to hire the premises, organisations must provide a copy of their Public Liability Insurance certificate current for the period of hire, whether for a one-off event or periodic events. Private hirers without Public Liability Insurance can arrange cover for one-off events only with the church's insurers for a small fee (\$25).

### **Hire Fees**

Wellspring Parish is a non-profit organisation funded mainly by donations from our members, with no financial support from Government or the Diocese. Accordingly we must recover all costs for power, rates, cleaning and maintenance for the halls from our much-valued clients. However, we try to keep our fees as low as possible, conscious that we provide a community service and meeting-place.

# Our current charges are:

Hire Type	Price per hour (excl GST)	Price per hour (incl GST)
Casual Hall Hire	\$35.00	\$38.50
Regular Hall Hire	\$30.00	\$33.00
St Peter's Hire	\$25.00	\$27.50
Kitchen Hire	\$20.00	\$22.00
Auditorium Hire*	\$75.00	\$82.50

<sup>\*</sup>Additional cost for a sound engineer.

Wedding Hire: \$550.00 per event

Special rates may apply for church and other community organisations.

Bond of \$200 may be charged prior to event taking place and returned as close as 3 working days following event should all be in order – clean and no unforeseen property damage.

For casual users an invoice will be sent on receipt of your approval of application. This amount will be due prior to the event taking place.

Regular users will be issued with invoices quarterly or monthly (as discussed), payment due by the 30<sup>th</sup> day of the month following invoice date. If you would like to make other arrangements please call the office.

The hirer shall ensure that all employees, independent contractors, agents or persons engaged by the Hirer who enter the premises or grounds hired, comply with all lawful directions given by the Parish and comply with and abide by the terms of this agreement.

You must appoint a Chief Warden who will be responsible for Emergency Procedures. The appointed person needs to inform themselves of their responsibility by reading the below Emergency Procedures.

# **Emergency Procedures**

As the principal hirer you are responsible in event of an emergency. Hirer must name a competent Chief Warden. In case of emergency please notify Wellspring church office following the event so it can be logged.

### **Principal Hirer Obligations**

The Chief Warden will appoint one or more competent people as Floor Wardens from their group to assist during an evacuation. The number of Floor Wardens appointed will depend on the number of people in attendance at each event and their individual or group needs (1 floor warden per 20 persons).

The Chief Warden shall brief all Floor Wardens on their roles and responsibilities. Wardens shall familiarise themselves with:

- Layout of the building and the location of all emergency exits
- The location of their closes exit & assembly area i.e. Corner of Grosvenor & York Streets
- Method of raising the alarm break glass in foyer and Call 000.

In the event of smoke alarms activating or other notification of a fire being given, the nominated Wardens shall take the following actions:

#### Chief Warden Responsibilities (white vest)

- Ascertain the nature of the emergency and determine the appropriate action
- Initiate evacuation
- Ensure all persons are notified of the emergency (Hall hirers using microphone in sound cupboard and auditorium hirers using emergency announcement microphone at sound desk)
- Ensure that the Tasmanian Fire Service is notified call 000
- Ensure that the Floor Wardens are notified of the situation
- Ensure that the building has been totally evacuated
- Ensure exits are secured to prevent re-entry
- Brief the emergency services personnel upon arrival

# Floor Wardens Responsibilities (yellow vest)

- Commence evacuation
- Ensure that all persons have been notified
- Search all areas to ensure all persons have been evacuated
- Communicate with the Chief Warden and act on his/her instructions
- Assist any mobility-impaired persons
- Ensure the orderly flow of persons to the assembly area: corner of Grosvenor & York Streets
- Secure exits to prevent re-entry to the building

I have read and understood the terms and co	onditions of hire.			
Signed:		Dated:	/	/20
Printed Name:	<del></del>			
***For organisations only — child-related activities***				
Are children involved in this activity?	Yes No	o (please cir	cle)	
If Yes, please sign at bottom of page if you agree with this 'We confirm that all adults in this child related activity have been screened by us and accepted as being suitable to work with children; and comply with State legislation requiring them to have a current Working With Vulnerable People, Child Related Activity Card'.				
Signed:		Dated:	/ /	/20



# **Application for Hire of Wellspring's Facilities 2018**

Company/organisation name:						
Name of Contact Person:						
Address:						
Suburb:		P/Cod	le:			
Ph Number(AH):		(BH): _				
Mobile number:	email:					
Purpose of hire:						
Facilities to be hired:						
Hall Audito	rium St Peter's	Meetir	ng Room	ı	☐ Kitchen	Foyer
Equipment use (piano/kitchen item	ns/chairs/tables):					
Public Liability Insurance:						
Please see following page.						
Hire Period:						
Hours: ar	m/pm Day and Date:					
Signed:		_ Dated:	/	/20		
Please direct any questions you ma	ay have to the office ad	ministrator. T	hank yo	u for yo	our time. We	e will confirm yo
application for hire as soon as poss	ible.					

# **Public Liability Insurance policy for Personal\* bookings**

Persons hiring or using buildings & other property of Wellspring accept responsibility for the safe custody of the property during the term of the hire or use. They are required to indemnify Wellspring for any liability arising from the hire & use of the buildings &/or other property.

I/we hereby confirm that I/we have read & fully understand & accept my responsibilities, as summarised above, in entering into this hiring agreement.

Plea	ase tick the applicable box:
	I/we have arranged my/our own insurance to cover the liabilities listed above & to indemnify Wellspring and enclose evidence of this arrangement by way of Public Liability Certificate of Currency.
	Or
	I/we request that Wellspring arrange insurance to cover these liabilities to \$2,000,000 & I/we agree to pay the premium calculated at \$25.00 per day. I/we accept that this insurance is subject to payment by me/us of the first \$250.00 for any property damage.
	Date of Hire:/ Nature of Hire/Use:
	Name of Hirer (please print):
	Signed by the Hirer: Date/

# \*For the purposes of this declaration "personal" means:

The hirer is a person or an unincorporated group meeting for a non-commercial, non-political, non-"cause/crusade" purpose where the meeting is not open to the general public & the hirer does not have a public liability policy. Examples of acceptable activities are:

Parish/Diocesan Entity: Wellspring Anglican Church, Cnr Lord & Grosvenor Sts, Sandy Bay

- A private birthday party, celebration, wedding reception
- Dance practice **not** associated with a dance school or lessons & no fees are charged
- Friends who want a venue to read plays/poetry etc (but not rehearsals for a show)
- Knitting groups who like to meet to compare work / ideas
- Musicians using premises for non-commercial purposes (but not musicians who perform elsewhere)
- Informal support / self-help groups

Non personal bookings are expected to hold their own Public Liability Insurance.