AGREEMENT FOR HIRE
OF ST MICHAEL’S HALL
16 Scanlan Street BERWICK
Revised: 14 February 2018
AGREEMENT FOR HIRE OF ST MICHAEL’S HALL

BETWEEN

Roman Catholic Trust Corporation of the Diocese of Sale (St Michael’s Parish) as the owner of St Michael’s Old Church Hall, 16 Scanlan Street, Berwick ("the Owner “)

and

The person named in the Schedule hereto as the hirer (“the Hirer”)

1. The Owner agrees to allow the Hirer to occupy the St Michael's Hall for the purpose of a function to be held on the hiring date set out in the Schedule. Such permission shall be on the terms and conditions set out in this Agreement and are given on the express understanding that neither the Hirer nor any of the Hirer's guests are permitted to enter the designated playground areas within the grounds of St Michael's School.

Hiring Charges and Security Bond

2. Hiring charges for the use of the hall must be paid at the time of making the booking. The hiring charges will be such amount as is advised by the Owner’s Booking Officer.

3. If a booking is cancelled by the Hirer, within 4 weeks prior to the nominated function date, the hiring charges paid will be refunded to the Hirer except for a cancelation fee of $50, which the Owner shall be entitled to retain.

4. A security bond of $300 must be deposited by way of cash or cheque made payable to St Michael's School, delivered to the School Office. Payment for the security bond is to be made at the time of the booking and will be banked by the Booking Officer. The security bond will be refunded to the Hirer in full provided no damage is done to the hall and facilities and the surrounding property is left tidy. Otherwise the security bond may be applied in full or in part to make good any loss or damage and remove any rubbish. Loss of keys may entail replacement of locks and this will be at the discretion of the Booking Officer and is at the liability of the Hirer.

5. If the Hirer requires regular ongoing bookings for the use of the hall, the hiring charges are to be paid by the Hirer at time intervals to be arranged with the Owner's Booking Officer. Notwithstanding any standing arrangement for the regular hiring of the hall to the Hirer, it is acknowledged that if the Owner’s Booking Officer notifies the Hirer of a need for a third party to use the hall on any particular date the Booking Officer may cancel the Hirer's booking for that particular date. In such event the Hirer will not be charged a hiring charge for that date.

Hirer to Indemnify the Owner Against Liability, Loss and Claims

6. The Hirer shall be liable for, and shall indemnify the Owner against, any accident, loss, damage or injury suffered by any person using the hall or the facilities during the hiring period and any Loss, damage or injury suffered by any person on the hired premises and its surrounds.

7. The Hirer shall be liable for, and shall indemnify the Owner against, any liability, loss, claim or proceeding in respect of any loss or damage whatsoever to any property insofar as such loss or damage was sustained during the hiring period.
8. The Hirer shall be liable for, and shall indemnify the Owner against, any liability, loss, claim or proceeding whatsoever arising under any legislation or at common law in respect of personal injury to, or death of, any person arising during the hiring period.

Public Liability Insurance Held by the Hirer

9. Set out in the Schedule are details of the Hirer's insurance policy which covers the Hirer against public liability risks anywhere in Australia. If called upon to do so by the Owner's Booking Officer, the Hirer agrees to claim under that insurance policy to seek the discharge of the Hirer's obligations under any of clauses 6, 7 or 8 above.

Hirer's Responsibility to Obtain Necessary Permits

10. It is the responsibility of the Hirer to obtain any necessary permits, including for the selling of liquor upon the hall premises, from the relevant authorities as required for the function.

11. A 21st birthday celebration must be registered with Victoria Police under its “Partysafe” program (or any similar program that is available).

Finishing Time for Functions and Monitoring Noise Levels

12. The Hirer is responsible to ensure that their function is finished by no later than 12:00 midnight and that the hall premises and surrounds are vacated by no later than 1:00am.

13. The Hirer acknowledges that a monitored alarm will automatically be activated if, at 2:00 am, the hall premises have not been vacated. In the event of the alarm being activated and the security firm making a site visit or other manner of response the Hirer shall be liable to reimburse the Owner the call-out fee of the security company (being $50 or such other amount as may be notified from time to time).

14. The Hirer shall also be responsible to monitor noise levels during the function and ensure that the music played at the function is not so loud as to disturb the local residents.

Smoking is Not Permitted

15. The Hirer acknowledges that by law smoking is banned within the grounds of St Michael’s School and within four metres of all entrances. The ban applies at all times; no matter if the building or school grounds are being used for educational purposes or other purposes. This is law under the Tobacco Act of 1987.

Restrictions Regarding Decorations

16. No decorations are allowed to be fixed to the walls of the hall, nor is any cello tape or masking tape allowed to be used on the walls. Decorations may be pinned or applied by blue rack to the picture rails around the walls of the hall.

Hirer to Provide Own Toiletries and Hand Towels

17. The Hirer shall be responsible to provide such things as hand soap, toilet paper, hand towels and any other special requirements for use at the function. These things are not supplied by the Owner.
Hirer's Responsibility to Leave Premises in a Clean, Tidy and Secure Condition

18. The Hirer shall be responsible to see that each of the following matters have been attended to:
   a) All pins and blue tack are to be removed with decorations.
   b) No food or drink may be left in the hall.
   c) Locking doors, turning off lights, fan and heaters.
   d) Tables, trestles and chairs to be wiped clean and stacked in storage room.
   e) If rubbish exceeds the two wheelie bins provided, it is the Hirer’s responsibility to take the excess rubbish away at the end of their function.
   f) All equipment brought into the hall by the Hirer for the function must be removed after the function has concluded.
   g) The Hirer must leave the hall and surroundings in a clean and tidy state and must report any damage caused to the Owner's Booking Officer.
   h) The Hirer is responsible for any equipment left at the hall after the function.
   i) All Hall doors, including toilets are to be locked at the end of the event.
   j) No glass bottles or glass is to be taken onto the school oval and sand pit areas.

Collection and Return of Key to the Booking Officer

19. The Hirer is responsible for the collection of the Hall key from the School Office on Friday prior to the function between 8.30am – 4.00pm. The Hirer is responsible for returning the key to the box located outside the Hall at the end of their function.

This return time must be strictly adhered to, unless prior alternative arrangements have been made with the Owner's Booking Officer.

School Gate to be Left Open

20. The Hirer shall ensure the school gate is left open on the Saturday or Sunday of their function date, so that people attending St Michael's Church services have access to the car park. The Hirer of a function held on Friday night must ensure the school gate is locked at the end of the function.

Exclusion of Owner’s Liability

21. The Owner accepts no responsibility for any private property left upon the hall premises or its surrounds.

Resolving Disputes

22. Should there be any unresolved disputes concerning this agreement, they may be referred by either party to the principal of St Michael's Catholic School, Berwick or the Parish Priest of St Michael's Catholic Church, Berwick whose decision shall be accepted by both parties as final and binding.