

**HIRERS LICENCE: PART 1 – AGREEMENT**

**AGREEMENT** between Hobart Baptist Church.“The Licensor” – Church/Constituent).

**AND**………………………………… (“The Licensee” - Hirer).

**Date of Agreement:** ……………………………….

**Premises:** ………………………………………….. (“The Facility”)

**Period of Licence: ………………………………………………**

**Conditions: It is the responsibility of the Licensee:**

1. To pay the agreed quote of $.... and the bond of $.... to the Licensor in exchange for which the Licensee shall be entitled to use of the Facility floor space, conveniences, normal facility furnishings and water heating appliances. Subject to inspection upon completion of hire the bond or part thereof will be deducted from the final invoice.
2. To keep the Facility and every part thereof and condition and to keep the same clean and tidy and pay promptly for any loss or damage thereto.
3. To compensate the Licensor for the cost of repairs or replacement of any damage to the Facility or to the furniture, furnishings, windows or equipment during occupancy.
4. Not to do or permit anything to be done on the said Facility or any part hereof which may be or become the nuisance, annoyance or damage to the Licensor property in the neighbourhood, or which may prejudice the insurance of premises or any part thereof.
5. To obtain any permits including Liquor Permits necessary for the use of the Facility.
6. Not to interfere with, or remove, any equipment.
7. To permit the Licensor or its servants and agents at all reasonable times to enter and view the Facility and the arrangements made to keep the Facility in accordance with Clause 2 hereof.
8. To leave the Facility (and annexes) in a clean and tidy condition and to remove all refuse, to wash any items used, to store away in cupboards provided.
9. Not to do or permit anything to be done on the Facility which may adversely affect the Licensor’s position as licensee of the said Facility or which may be a breach of any covenant contained in the Licence granted to the Licensor.
10. To prepare the floor for dancing if required but to previously obtain the approval for any materials used from the Facility Hire Manager.
11. The Licensee shall be liable for any claims arising from any accident, loss, damage or injury sustained by any person or persons in attendance on the premises pursuant to this Agreement and hereby releases the Licensor from any such legal liability save and except where the Licensee can establish that such accident, loss, damage or injury was caused by the negligence of the Licensor.
12. The Licensee shall obtain public risk insurance cover from a reputable insurer (with a minimum of $10 million) in respect of the use of the Facility\* and shall deliver a copy of such public risk insurance cover to the Licensor.

\*”The Facility” includes all buildings and land referred to in and specified by this Agreement.

**AND IT IS HEREBY ACKNOWLEDGED:**

1. The Licensor shall designate that part of the Facility Licensed hereunder

2. Termination of the Contract can be effected by either party giving four weeks notice

3. The Licence will be immediately cancelled if any clauses herein are violated.

**SIGNED**

………………………………………………………………………..Licensor (Church/Constituent)

………………………………………………………………………..Licensee (Hirer)

**HALL HIRERS LIABILITY FORM: PART 2 – INSURANCE COVER**

It is essential that Facility Hirers have their own Liability Insurance to protect themselves in the event of an accident.

However, for  **private family functions** at the Church’s facilities, this can be covered under the Church’s existing Public

Liability Policy by completing the details below.

The Public Liability Insurer has accepted that **“Private family functions”** – means birthdays, anniversaries, engagements, weddings and similar private events.

|  |  |  |
| --- | --- | --- |
| **Indemnity Limit : Premium : Policy Number :** |  | **$20,000,000****Nil**13 PLG 0162145 |
| **Policy Wording :** |  | **Available upon request from our office** |
| Exclusions : | 1. | Alcohol cover is not available where alcohol is for sale at the functions |
|  | 2. | Amusements. i.e. entertainers, other than singers and dance bands at a private |
|  |  | family function. |
|  | 3. | Occasions held in company names or commercial activities, such as karate |
|  |  | lessons, dancing classes, aerobics, bingo or discos, etc. |

If Public Liability insurance cover is required for a “**private function**” please answer the following: Name of Hire…………………………………………………………………….

Date of Function ……………………………………………………………….

Type of Function *………………………………………………………. (Anniversary ,21St Birthday Celebration ,wedding Etc )*

No. of Invited Guests ………………………………………………………….

Signature of Hirer ……………………………... Address …………………………………………

……………………………………………………

Date ……/………/……20 Telephone …………….

**PLEASE NOTE:**

**PLEASE KEEP A COPY OF THIS FORM AS THIS WILL BE NEEDED IN THE EVENT OF A CLAIM.**