



## HALL HIRE AGREEMENT (Schedule 1)

Parent Policy:  
Revised  
Completed forms to be retained by signatories

Policy 6.4  
6 July 2020

Item 1	<b>Licensor</b> <i>(Parish/Diocesan Entity and contact details)</i>	
Item 2	<b>Licensee</b> <i>(Hirer name and contact details)</i>	
Item 3	<b>Facility</b> <i>(Details of hall or facility to be hired)</i>	
Item 4	<b>Public Liability Insurance</b>	In the sum of \$5,000,000 (for personal use) and \$10,000,000 (for other non-personal use) for any one event. Tick either a or b:
		a. the Licensee has arranged its own Public Liability insurance cover as evidenced by the certificate of currency attached to this Agreement; <b>or</b>
		b. if the Licensee does not have their own Public Liability insurance, the Licensee can be covered by the Diocesan Hirers Liability insurance. At the discretion of the Licensor, a fee (recommended at \$25 per day) can be charged to the Licensee (included in the overall fee at Item 7), to offset the cost of the insurance premium incurred by the Licensor. In the event of a claim under the Licensor's Hirers Liability insurance, the Licensee will also be liable to an excess of \$1000 for each insurance claim.

Item 5A	<b>Permitted Use</b> <i>(Tick the appropriate box)</i>	Private birthday party, celebration, wedding reception.	
		Community groups meeting for afternoon tea.	
		Craft groups.	
		Parent and child groups.	
		Fetes and fairs. Stallholders must meet all requirements as set out by the Health Department (if required).	
		Musicians using Facility for non-commercial purposes (but not musicians who perform elsewhere).	
		Dance practice, not associated with a dance school or lessons and no fees charged.	
		Informal support/self-help groups.	
Item 5B	<b>If the Permitted Use is not one of the above-mentioned uses, Clause 1(d) applies. Specify other (non-personal) here.</b>		
Item 6A	<b>Term</b> <i>(From)</i>		
Item 6B	<b>Term</b> <i>(To)</i>		
Item 7	<b>Fee</b> <i>(Inc GST)</i>		

Signed on behalf of the Licensor (Parish)

Signed on behalf of the Licensee (Hirer)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# LICENCE TERMS AND CONDITIONS

## 1 RIGHT TO OCCUPY

- a The Licensor will allow the Licensee to occupy the Facility for the Term in **Item 6 of Schedule 1** on the following terms and conditions.
- b the Licensor will not unreasonably interfere with, or disturb, the Licensee's use of the Facility during the Term.
- c where the Term is for a Permitted Use in the evening, the Licensee must conclude its use of the Facility by 12:00 midnight and vacate the Facility by 1:00AM.
- d Where the Permitted Use specified in **Item 5 of Schedule 1** is 'Other (non-personal) Use', then the Public Liability amount will be not less than \$10,000,000 for any one event and otherwise **clause 4 Insurance** applies to the Licensee's insurance policies.
- e For the purpose of **clause 1(d)** 'personal' means that the Licensee is an individual, an unincorporated group meeting or a non-commercial, non-political, non-cause/crusade purpose and the use of the Facility is not open to the general public and the Licensee does not have a Public Liability insurance policy.

## 2 LICENSEE'S POSITIVE OBLIGATIONS

### 2.1 The Licensee agrees to:

- a pay the Fee in **Item 7 of Schedule 1** prior to occupying the Facility.
- b use the Facility only for the Permitted Use.
- c leave the Facility in a clean and tidy condition to the Licensor's satisfaction, including cleaning any white/black boards.
- d remove all rubbish.
- e return the Facility to the condition in which it was handed to the Licensee, including returning anything moved by the Licensee to its original position and ensure that furniture is lifted and not dragged to protect flooring.
- f switch off all lights, fans, heaters, air conditioners and other electrical equipment before vacating the Facility.
- g secure windows and doors on vacating the Facility.
- h return all keys to the Licensor.

### 2.2 The Licensee agrees not to:

- a remove any of the Licensor's property from the Facility.
- b use any exhibits or decorations in the Facility without the Licensor's prior consent.
- c cause damage to the Facility, the Licensor's property and to give notice to the Licensor of any loss or damage to the Licensor's property. The Licensee is responsible for the repair of any damage caused and the replacement of any damaged Licensor's property.
- d permit smoking within the Facility.
- e create a nuisance by noise or otherwise to the adjoining owners and occupiers.
- f carry on any illegal activity.

## 3 AT THE END OF THE TERM

The Licensee must remove the Licensee's property from the Facility. In removing the Licensee's property, the Licensee must: -

- a do no damage to the Facility, the building or the land (and immediately make good to the Licensor's reasonable satisfaction any damage caused in removing the Licensee's property);
- b remove all rubbish and leave the Facility, the Licensor's property, the building and the land used in removing the Licensee's property, clean and in good condition; and
- c comply with the Licensor's reasonable conditions about removal and make good works.

## 4 INSURANCE

- a The Licensee must, at its own expense, take out and maintain, over the Facility a Public Liability insurance policy that gives a minimum cover for each accident, event or claim for the amount specified in **Item 4 of Schedule 1**, or if the Licensor notifies the Licensee, any reasonable higher amount. If **clause 1(d)** applies, the Licensee must take out and

maintain the amount specified in **clause 1(d)**. The insurer must be acceptable to the Licensor. The cover provided under this policy must not be contributory with any policy the Licensor takes out and must include the following extensions:

- i. loss or damage to fixtures, fittings, accessories in the Facility owned by the Licensor; and
  - ii. indemnity for any claims made against the Licensor arising out of the Licensee's use and occupation of the Facility.
- b The Licensee must give copies of the insurance policies to the Licensor before taking possession of the Facility under this Licence.
- c **Clauses 4(a) and 4(b)** do not apply if the Licensee has requested the Licensor to arrange the Hirers Liability insurance under **Item 4(b) of Schedule 1**.
- d If the Licensee requests the Licensor to arrange the Hirers Liability insurance pursuant to **Item 4(b) of Schedule 1**, the Licensee must pay the Licensee's contribution not less than 7 days prior to the commencement of the Licence.

## 5 INDEMNITY

- a The Licensee must indemnify the Licensor from and against all claims which the Licensor may suffer or incur in connection with the loss of life and or personal injury to any person and or damage to any property (wheresoever occurring): -
- i. arising from or out of any occurrence at the Facility;
  - ii. arising from or out of the use by the Licensee of the Facility or any part of it; or
  - iii. Occasioned wholly or in part by any neglect or omission by the Licensee or by the servants, agents or lawful visitors of the Licensee or by any other person or persons using or upon the Facility.
- b The Licensee occupies the Facility and uses the Facility at the Licensee's own risk.

## 6 NATURE OF INTEREST

The rights given by this Licence are in contract only and may not be assigned. Nothing contained in this Licence creates any tenancy or other interest in the Facility.

## 7 ADDITIONAL TERMS

The additional terms, covenants and conditions (**if any**) set out in **Schedule 2** are incorporated in this Licence as if fully set out in the Licence. If there is any inconsistency with the term, covenants and conditions of the Licence, the terms, covenants and conditions set out in **Schedule 2** prevail.

## Licence – Hall Hire Schedule 2 - Additional Terms

Tick applicable Additional Terms:

- The Licensee must not, or must not permit, the parking of vehicles in the Licensor's driveways at any time.
- The Licensee must, at its own expense, or when directed by the Licensor, in the Licensor's sole discretion, arrange for security attendance.
- The Licensee must not permit the use of barrels or drums of ice in the Facility.
- The Licensee must remove all rubbish from the property at the end of the term.
- The Licensee must not move any pianos without the prior consent of the Licensor. The Licensor, in its sole discretion, may require that the piano is moved by professional removalists at the Licensee's cost.
- The Licensee must ensure that there will be no access to any stage, or the rear of any stage. Any stage curtains may be used only with the Licensor's prior consent.
- The Licensee must not allow the amplification of music without the Licensor's prior written consent. If the Licensor consents to the Licensee's amplification of music:
  - (a) the volume must be kept to acceptable levels in accordance with the Environmental Protection Act 1986, and
  - (b) the volume of the music must be turned down by 11:00PM and turned off by 01:00AM.

[Note: Licensees are advised that unreasonable noise emissions from the Facility is an offence under the Environmental Protection Act 1986]
- The Licensor consents to the amplification of music.
- The Licensee must not sell alcohol at the Facility. The Licensee must not serve alcohol to minors.
- The Licensee must ensure that guests disperse quickly and quietly to respect the rights of adjoining residents.

### **Bond**

- The Licensee must deposit the sum of \$\_\_\_\_\_ (**Bond**) with the Licensor as security for the Licensee's observance of the Licensee's obligations under this Licence and for any damage and/or extra cleaning. The Licensee is liable for the cost of all damage and/or extra cleaning. If the Bond is insufficient to cover the cost of the damage and/or extra cleaning, the balance is payable by the Licensee to the Licensor on demand. The Bond is forfeited if the Licensee breaches any of the terms and conditions of this Licence. The Licensor agrees to return the Bond on the later of:
  - (a) the date the Licensee has complied with all its obligations under this Licence, and
  - (b) end of the Term.

The Bond will be forfeited if the Licensor terminates a function, with or without police assistance. Complaints from residents in the vicinity of the Facility may result in the forfeiture of the Bond.

The Bond may be forfeited if the booking for the Facility is cancelled with less than 2 weeks' prior written notice to the Licensor.