### **Application Form and Schedule of Conditions**

All venues are let subject to right of the Vicar and/or Wardens to use the facility for a Church purpose.

The purpose for which the facilities are used must be approved by the Vicar and/or Wardens.

You can check the availability of the date(s) you require on our website calendar for each facility.

**PART A – REQUEST TO USE PARISH PROPERTY**

**REQUESTED FACILITIES:** Please tick the box next to the Parish Property you wish to use

 Evans Hall  Upper Hall Meeting Room

 Evans Hall Kitchen Upper Kitchen  Church

**REQUESTED DATE(S):** Please specify the hours, days, dates and/or frequency of proposed use.

I have read and understood the terms and conditions (Below)

Print name......................................................... Signature...................................................

Please provide full particulars below of the person completing this form and where applicable, the organization represented and insurance details.

Name of User: ..........................................……………………...............................................

Address: ………………………………………………………………………………

Email address: ………………………………………………………………………

Your telephone numbers: Bus………………...Mobile…………………

Your position in the organization (if applicable) ………………………………………

Name of your organization ……………………............................................................

Registered Office ……………………………………………………………………..

ABN/ACN No(s) ..........................................................................................................

Public Liability Cover: Insurer ………………………………Cover $………………… Policy Number: …………………………. Expiry: ………………

Please provide a copy of the current policy

PROPOSED USE OF FACILITIES:

Please specify the intended use, including the maximum number of persons attending and give details of any equipment to be used.

Intended use

Approximate number of persons attending the function…………………

Equipment required:

(to complete the form go to page 5)

NOTE 1 This Request does not constitute an agreement to use Parish property as proposed above until

a) Acceptable insurance is in place (this is for business activity),

b) All preconditions to use are satisfied and,

c) Part C has been completed by the Wardens on behalf of the Parish.

NOTE 2: In this agreement “USER” means and includes all persons who enter upon the Parish property by invitation of the User named above (whether an individual or an organization) or who are permitted to remain thereon by such User.

**PART B – TERMS OF USE**

**Ownership and control of the Parish facilities**

**Melbourne Anglican Trust Corporation (the Church)** is theregistered owner of Parish properties. **The Wardens and Councillors** of the Parish of St George have responsibility for Parish property under Church legislation.

**Conditions of Use**

The obligation of Users includes obligations to:

1. **Protect floor surfaces**: lift (not drag) and return furniture to its original position.

(b) **Leave rooms clean and tidy** and return articles to their proper places.

(c) **Report** to the Property Manager **any damage,** or want of repair, to the Parish property, its furnishings, accessories or environs and to **reimburse** **the full cost** of repairs or replacement necessitated by damage caused by the user.

(d) **Remove all rubbish,** introduced onto Church property, including cans and bottles.

(e) **Turn off all** heating equipment, lighting and all other electrical equipment, and **securely lock all** windows and doors at the expiration of each use.

(f) **Create no nuisance** to neighbouring owners or other persons by excessive noise or otherwise, nor permit any nuisance to be created. Noise generated from Parish property must at all times be within levels permitted for residential areas under the Environment Protection Act. Specifically, **all music must be reduced in volume by 10.30pm and cease by 11.45pm.**

(g) **Set up for use and vacate Parish property within the times agreed for use** and on no account remain after 12.00 midnight.

(h) **Conduct no illegal activity** in Parish property.

(i) **Refrain from entering any part of Parish property, except the part that is the subject of this agreement** and ensure all other persons do likewise.

(j) **Smoking the Church property is prohibited.**

(k) Refrain from driving or parking motor vehicles on lawns or paved areas of Parish property and do not permit others to do so. Use of the car park at the rear of the Church is ***not*** included in this agreement.

(l) Do not sell liquor on the premises or provide or serve liquor to minors.

1. Do not do or allow anything to be done which would invalidate any insurance policy on the Facility or increase the premium and the User shall pay the Owner all increased premiums and all other expenses incurred as a consequence of any breach of this term.
2. Safe maintenance of all own equipment.

**Kitchen facilities**

Please discuss your needs with the property manager.

**Users Property**

* 1. Remove the User’s Property including all fittings pertaining to the use of the Facility and reinstate the Facility in the condition the Facility were in prior to the installation of the User’s Property (any items or fixtures introduced by the User) including making good any damage caused by the removal of the User's Property.
  2. Give to the Owner all keys and other security devices for the purposes of obtaining access to the Facility within 24 hours of being asked to return them by the Owner

**Occupational Health and Safety**

1. Take all reasonable and practicable action to ensure that all workers are provided with a healthy and safe working environment to ensure that all workers are safe from injury and risks to health while they are at work, as far as is reasonably practicable.

**Indemnity**

The Church, the Wardens and Vestry of the Parish accept no responsibly for any injury to any person in connection with use of Parish property under this agreement.

To the maximum extent permitted by law, the User hereby indemnifies the Church, the Wardens and Vestry of the Parish from and against all actions suites claims and demands of whatsoever nature arising out of or in any way touching upon or concerning the use of Parish property.

**Mandatory Insurance Requirements**

**All Users** of Parish Property must have acceptable insurance cover as follows:-

**Own insurance:**  Public Liability Insurance cover at The User’s expense for an amount not less than $10,000,000 which shall include the following extensions:

1. Liability for loss or damage to property in the care, custody and control of the Insured with replacement as the basis of settlement.
2. Include Melbourne Anglican Trust Corporation, the Parish and the Parish Vestry as joint Insureds.
3. Cross Liabilities clause

**Individuals** must provide insurance cover as for Organizations set out above, or may obtain an extension of Church insurance.

**Organizations** that make regular use of Parish facilities must take out own acceptable insurance and keep it in force.

Evidence of the currency of such insurance cover must be produced prior to a valid booking to use Parish property and subsequently during the continuance of a recurrent booking on request. In the latte case, a refusal or omission to comply with this insurance condition renders an agreement to use Parish property liable to termination at the option of the Church or the Parish.

**General Conditions**

**All Users**

1. ***The parish always has priority of use of its facilities***
2. The parish uses funds donated for use of its facilities for their maintenance and improvement. **Users are required to make the payment in the manner and time agreed.**
3. **Payment may be self-calculated and credited directly into the Church account BSB 633 000 Account number 122088198**
4. A written application must be made in all circumstances. This may be on the form attached (pages3 and 6)and posted or emailed to the Property Manager via the website.
5. **Insurance Cover**

All ***ongoing Users*** must indemnify the Diocese of Melbourne from 3rd party insurance claims and must provide evidence of a current insurance policy for their business with Third Party cover of or more. This does not apply to casual users e.g. social functions.

**Fees and Charges**

1. **For information about the fees, facilities available and conditions for each facility please refer to the separate schedules.**
2. ***Fees to be paid in advance*** and may be by direct credit to the Church Account (preferred method) or by cheque or cash. Storage surcharge for tenant’s own equipment will be negotiated, dependent upon the amount and nature of storage space required.
3. **Entire agreement**. This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations and agreements in relation to the transaction

**PART C – Declaration and Agreement**

Declarations by User

The User whose signature and particulars appear in part A hereof, by the signature:

1. warrants that the information provided in Part A is true and complete;
2. agrees that the User has read and fully understands and accept the terms, conditions and responsibilities imposed on Users of Parish Property under Part B and will fully comply with them;
3. warrants that the person(s) whose signatures are affixed on behalf of an organization are authorized to execute this agreement in a manner binding on that organization.
4. warrants that the user has arranged own acceptable insurance to cover liabilities listed above (delete if Insurance Proviso applies)
5. Agrees to provide the separate indemnity in favour of the Church, and the Wardens and Vestry of the Parish specified in Part B.

#### The User/authorized officer of the User (delete whichever does not apply)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date……/………../…….. Name in Full in block letters Signature

In the presence of:

Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name in Full in block letters Signature

**Agreement for Use of Parish Property**

**BY THEIR SIGNATURES HERETO**, the named persons below, being Wardens and/or Members of the Vestry of the Anglican Parish of St George East Ivanhoe, in consideration of the above warranties and agreements on the part of the User, and for the donation set forth, agree to permit the User access to and use of Parish property specified below on the terms and conditions set forth in this agreement.

Parish Property : ……………………………………………………………

Date(s) of hiring ………………………………………………………………

Donation $2.00

Special conditions ……………………………………………………………………….

……………………………………………………………………….

Signed of behalf of the Church this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_

By :…………………………… ……………………………………….

Name Name

………………………................ ……………………………………….

Office Office