

Broadview Baptist Church Incorporated

Facility Hire Agreement

Detailed Schedule

Name of Hirer	
Email	
Phone	
Is this a Private Family Function? *	<input type="checkbox"/> Yes <input type="checkbox"/> No
Insurance Certificate Provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a once off hire?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If once off hire provide date and start/end time	
Is this a regular or ongoing hire	<input type="checkbox"/> Yes <input type="checkbox"/> No
If regular/ongoing hire provide times/days of hire for the duration of hire **	
Approximate number of guests	
Areas to be hired	<input type="checkbox"/> Chapel <input type="checkbox"/> Hall Facility
Audio-visual Equipment Hire	<input type="checkbox"/> Yes <input type="checkbox"/> No
List any equipment/materials being brought onto premises.	
Agreed Hire Fee	
BBC Account details	
Signature of Hirer	
Date	
Signature of BBC Representative	
Date	
Other comments/conditions	

* A Private Family Function is a birthday, anniversary, engagement or similar private event

** Regular/ongoing hires could include recurring weekly or monthly hires that are not once off hires. Hires that span more than 1 year will be reviewed annually on the anniversary of the hire, including all terms and conditions and pricing.

Please Note

A copy of a certificate of insurance showing current public liability cover of at least \$10million for all non private family function hires must be provided to BBC prior to all non-private hires.

This Detailed Schedule and the Hirers Licence form the total agreement between the parties.

A signed Hire Agreement and Hirers Licence is conclusive evidence that the Hirer accepts all conditions of hire.

Detailed Conditions:

1. Purpose of Use

Broadview Baptist Church (BBC) facilities may be used for the following events. Prior approval from BBC is required in all cases.

- Conferences
- Funerals
- Graduation Services
- Meetings
- Concerts
- Weddings
- Worship Services
- Workshops
- Parties

Other usage consistent with the BBC mission and values may be considered and will be by negotiation.

2. Occupancy

Maximum occupancy restrictions apply to comply with regulations

- Chapel 120
- Hall 80

3. Insurance

Evidence of public liability insurance for an indemnity of not less than \$10,000,000 is required prior to hire, covering any damage to the hired property or any legal liability that may arise from the use of the hired property. The Hirer is not to carry out any activities that may prejudice the insurance cover on the hired property. The only exception to this clause is for Private Family Functions as defined in the Hirers Licence Agreement.

4. Protection of Children and Vulnerable People

By agreeing to this hire agreement the Hirer is verifying that they:

- Have in place policies, Working with Children Checks and other required documentation and systems regarding the protection of children and vulnerable people
- Comply with all relevant Child Safe and Working with Vulnerable People legislation for all activities being run in the facility for vulnerable people or children under the age of 18.

5. Damages

Use of Broadview Baptist Church's facilities is at the risk of the Hirer at all times. Broadview Baptist Church will not be responsible for the acts or omissions of contractors engaged by the Hirer. It is recommended that the Hirer ensures all contractors have public liability insurance and the Hirer must obtain any permits required in relation to the Hirers use of the hired property. Subletting of the Broadview Baptist Church facilities and premises is not permitted.

The Hirer agrees to keep the hired property in good repair and condition, returning it in the same state as it was at the commencement of the period of hire. The Hirer agrees to compensate BBC for the cost of repairing any damage incurred to the hired property or its contents caused by the Hirer or invitees of the Hirer during the period of hire.

The Hirer 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 Broadview Baptist Church from any such legal liability save and except where the Hirer can establish that such accident, loss, damage or injury was caused by the negligence of the Broadview Baptist Church.

The Hirer is responsible for all providers and their guests, as well as the conduct of their helpers, hired staff, other service providers and their guests, on the premises during and following the event.

6. Cancellations

By the Hirer

If the hire is cancelled by the Hirer more than 2 weeks prior to the hire date the Hirer is entitled to a full refund of any fees paid. Cancellation within 2 weeks of the hire date will result in BBC retaining any fees paid. Exceptions may be granted for extenuating circumstances.

By Broadview Baptist Church

This agreement is deemed to be cancelled immediately should any of the conditions of hire not be met by the Hirer.

7. Use of Property

Upon arrival, the responsible party for the hire must check-in with the site representative prior to setup to review responsibilities and policies. The responsible party will be held accountable for the action of all the rental participants.

Broadview Baptist Church makes no warranty or representation to the Hirer about the condition of the facilities or their suitability for the Hirer's purpose. The Hirer may inspect the property before use to ensure it is safe and ready for use, and will ensure that safety protocols are in place. It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for planned activities.

The facility is not to be used in such a way as to contravene the values and standards of the church. Broadview Baptist Church may, at its discretion, refuse to accept for hire any church facility. Instructions by church staff are to be adhered to at all times.

The Hirer is not to use the hired property in a manner which could cause a risk to the health and safety of others.

The Hirer is not to bring equipment or materials on to the hired property without the prior permission of BBC. All items brought in by Hirer(s) must be removed by Hirer(s) prior to event finishing time. Hirers who have an ongoing contract for regular hire of the facility may be allowed access to a limited amount of storage, subject to availability and by agreement with BBC. Any equipment stored at BBC facilities is at the risk of the Hirer.

No property belonging to Broadview Baptist Church shall be interfered with, moved or taken outside by Hirers or their guests.

The Hirer and guests are confined to the areas listed on the Hire Agreement, noting Hirers may access the toilet facilities for any hire.

Broadview Baptist Church's representatives shall have the right to access and may be on the premises at any time for the purposes of inspection, supervision of building and grounds, security, management, or other purposes.

All youth/teenage activities must be supervised by adults at all times. A ratio of one adult per 10 youth/teens is required. The sponsoring adult must be present at all times.

8. Noise Ordinance

The Hirer is aware that all persons attending the site must refrain from any behaviour which could be reasonably construed as disturbing the neighbours or infringing on a person's property and/or rights.

The Hirer is to ensure that use of the facilities does not cause any disturbance to the peace and quiet of the neighbourhood and shall request guests to leave the premises in a quiet and orderly manner.

9. Cleaning/Clean-up

The Broadview Baptist Church facilities are expected to be left fully ready for the next user of the facility. No cleaning services are provided by BBC as part of any hire.

The facility to be left in a clean and tidy manner includes:

1. Furniture appropriately stored/returned to original positions (as per attached photos)
2. All areas used must be vacuumed
3. Kitchen is to be used only to heat pre-prepared food, it is not to be used for any preparation or cooking of meals. Kitchen must be left clean and tidy and all crockery and cutlery used must be washed and put away. Ovens and cook tops are to be turned off and cleaned.
4. Rubbish bins emptied and rubbish placed in the red bins. Recycling to be placed in the yellow bin.
5. Toilets to be clean and rubbish bins empty
6. Remove all food and other items from the kitchen and refrigerator that was brought in for the event.
7. Lights/heaters/appliances turned off.
8. Ensure all tables and chairs are wiped clean.

A cleaning fee/bond may be required prior to an event. If cleaning is not performed to a reasonable standard, BBC reserves the right to retain the cleaning fee/bond to pay for additional cleaning that is required.

10. Smoking

No smoking is allowed inside any of the buildings. Guests may smoke outside on the lawn area and must ensure butts are placed in the bins.

11. Alcoholic Beverages

Alcoholic beverages are not allowed to be served or consumed on BBC premises.

12. Decorations

The following rules are applied and must be followed by all Hirer(s):

1. No staples, adhesive tapes, thumb tacks or nails in furniture or on the walls or floors.
2. Surplus chairs and tables are to remain in the building or in the designated storage area, not exposed to the elements.
3. No confetti, rice or glitter is to be used on the property. Rose petals and/or bubbles are allowed.
4. The use of candles for decorations is a fire risk and is not permitted. Candles may only be used on a cake. Flameless candles are permitted.

Broadview Baptist Church reserves the right to request the removal of any object that may damage the fabric of the building.

13. Parking

Parking area is available for use at all events at no extra charge. Parking is subject to parking signs and regulations. If all available spaces are used up, parking must be found in adjoining streets. Parking is only provided for the duration of use of the

Broadview Baptist Church facilities. Vehicles may not be left in the car park while people go off premises unless by prior arrangement.

14. Sound and Audio Visual

The following equipment is included in the standard hire fee and is available either in the chapel or the hall

One - Wireless hand held microphone

One – Projector (Chapel) or TV (Hall)

A general profile and instructions for standard use of the AV will be supplied.

Further Sound and AV equipment and services are available at an additional cost. Cost will be provided at the time the request is made. If a Broadview Baptist Church technician is required when our equipment is being used then an additional charge of \$50.00 per hour applies.

15. Payment

Hire payments must be made on receipt of an invoice from BBC, via direct debit to a BBC account.

16. Hire Fee Reviews (for ongoing hires that span more than 1 year)

a) Annual Review

The Hire Fee may be reviewed once each year on or about the anniversary of the execution of the hire agreement (Review Date)

b) CPI Adjustment

On each Review Date, the Hire Fee may be increased by an amount up to the percentage change in the Consumer Price Index (All Groups, Adelaide) published by the Australian Bureau of Statistics (or any successor index) for the most recent 12-month period available before the Review Date.

c) Market Adjustment

If BBC determines that hire fees for comparable community facilities in the area have increased by more than the CPI, we may adjust the Hire Fee to reflect current market rates, provided that:

- written notice and details supporting the market rate increase are given to the Hirer at least 30 days before the Review Date; and
- any increase under this clause will be reasonable and consistent with similar community facility hire arrangements.

d) Notice of Change

BBC will notify the Hirer in writing of any change to the Hire Fee. The new fee will apply from the Review Date specified in the notice.

17. Variations

Requests for variation to this agreement may be made to the Administrator in writing. It is at the absolute discretion of BBC whether to grant a variation or not. Any approval will be provided to the hirer in writing.

Notes

1. Hirers are responsible for bringing their own milk, including specialty milk