

The Anglican Parish of St George, East Ivanhoe

ABN 72 056 006 577

46 Warncliffe Road East Ivanhoe 3079

Website: www.stgeorgeseastivanhoe.org

Application Form and Schedule of Conditions as from 1 March 2013

Following a review of the charges for the use of the various facilities at St George's by Vestry in 2010 the following changes will apply from October 1 2010.

In reviewing the charges Vestry recognized that each venue should have a rate related to its size and available facilities. Organisations which operate on a not for profit basis and which also have the status of tax deductibility for donations will be given a discount, as will the use of the facilities by Parishioners, provided no business activity is being conducted as a result of the use. Refer to the relevant schedules below for specific charges. 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.

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 donation in the manner and time agreed.**
3. Cheques are payable to **St George's Anglican Church or may be self calculated and credited directly into the Church account, St Georges Anglican Church East Ivanhoe, Bendigo Bank East Ivanhoe Branch, BSB 633-000 Account No. 122088198**
4. **A written application must be made in all circumstances.** This may be on the form attached (pages 3 and 6) and posted or emailed to the Property Manager via the website.

Winter Rates

5. There is an energy use charge for heating between May 1 and Sept 30.
6. This charge covers the cost of energy as well as maintenance of heating units.
7. You must ensure that heating is turned off before you leave the premises as forgetting to do this may result in additional charges to you

Sign-in Book (not presently in use please ignore items 8 to 10)

8. Each official of the group attending must sign in and out of the attendance form and report incidents or concerns/feedback.
9. Failure to complete may result in cancellation of the booking.
10. Sign in / out times must be the actual time of arrival and departure.

Insurance Cover

11. All ongoing hirers 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.

ST GEORGE'S BOOKING FORM

UPDATED JUNE 2011

Honorary Property Manager Barry Wilkes 0423 521618
(bus. hours)

Email: barrywilkes@optushome.com.au

Fees

12. For information about the fees, facilities available and particular conditions for each facility please refer to the separate schedules.

13. Fees to be paid in advance and may be by direct credit to the Church Account (preferred method) or by cheque or cash.

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

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 Hirer:

Address:

Email address:

Your telephone numbers: home.....Bus.....Mobile.....

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

Name of your organization

Registered Office

ABN/ACN No(s)

Public Liability Cover: InsurerCover \$.....

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 (including power requirements) 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,
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 the registered owner of Parish properties. **The Wardens and Vestry** of the Parish of St George have responsibility for Parish property under Church legislation.

Conditions of Use

The obligation of Users includes obligations to:

- (a) **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 11.00pm.**
- (g) **Set up for use and vacate Parish property within the times agreed for use** and on no account remain after 11.30p.m..

- (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.

Kitchen facilities

Please discuss your needs with the property manager.

Indemnity

The Church, the Wardens and Vestry of the Parish accept no responsibility 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, suits, 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 \$5,000,000 which shall include the following extensions:

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

Or

An extension of Church insurance is acceptable insurance. This insurance will cover the above liabilities at a premium of \$25.00 per day subject to payment by the User of a policy excess of the first \$250.00 of each claim for property damage. The premium is payable on advance of the booking with the bond and booking donation.

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 latter 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.

PART C - Declaration and Agreement

Declarations by User

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

- (a) warrants that the information provided in Part A is true and complete;
- (b) 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;
- (c) 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;
- (d) warrants that the user has arranged own acceptable insurance to cover liabilities listed above (delete if Insurance Proviso applies)
- (e) Agrees to provide the separate indemnity in favour of the Church, and the Wardens and Vestry of the Parish specified in Part B.

INSURANCE PROVISIO: Where (d) above does not apply the User requests that the Church extends its insurances to cover liabilities and agrees to pay the premium calculated at \$25.00 per day with a policy excess payable by the User of the first \$250 of each claim for property damage.

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 \$.....

Special conditions
.....

Signed on behalf of the Church this _____ day of _____ 20__

By :
Name Name

.....
Office Office