

HALL HIRERS LICENCE: PART 1 – AGREEMENT

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

AND (“The Licensee” - Hirer).

Date of Agreement: / / 2010

Premises: (“The Facility”)

Period of Licence:

Conditions: It is the responsibility of the Licensee:

1. To pay the Licences fee of \$..... and the bond of \$.....(If applicable) 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.
2. To keep the Facility and every part thereof and appurtenances in good substantial repair 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. To indemnify the Licensor and hold harmless from and against all damages, costs, actions, claims and demands that may be sustained or suffered or recovered against the Licensor by the Licensee, its servants and employees, or any other person whatsoever.
12. To effect Public Liability insurance in favour of the Licensor and the Licensee with an insurance company licensed by the Insurance Act, 1973 (as amended), for an indemnity of not less that \$5,000,000.00 covering any property damage to the Facility, or any legal liability arising from the use of the Facility**.

Furthermore, by signing this agreement the licensee warrants that a Public Liability policy has been effected and the premium has been paid to the Insurance Company or a licensed Insurance Broker. A copy of such policy should be provided to the licensor prior to the commencement of the period of the licence.

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)

* The Public Liability Policy indemnifies the Licensor and Licensee (Hirer for their Legal Liability to Third Persons for bodily injury or damage to property arising from your negligence.

** "The Facility" includes all buildings and land referred to in and specified by this licence.

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 :** \$20,000,000
- Premium :** Nil
- Policy Number :** TBA
- 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/...../.....2010

Telephone

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