

Part 1: Hire Agreement for Bentley Baptist Church

This agreement is made between Bentley Baptist Church (the "Church") and
(the "User") for use of the Church's facility located at 59-61 Chapman Rd, Bentley WA 6102.

1. The User agrees to use the Church's facility for the purpose specified in the Hire Agreement Schedule attached.
2. The User agrees to pay the Church a fee for the use of the facility according to the Hire Agreement Schedule. Fees may be adjusted by the Church annually (usually on 1 July each year) and the User will be notified 30 days prior to the changes coming into effect.
3. The User shall obtain public risk cover with a minimum of \$10 million indemnity in respect of the use of the facility and land and shall deliver a copy of such public risk cover to the Church.
4. The User agrees to indemnify and hold harmless the Church, its officers, agents, and employees from any and all claims, damages, or expenses arising from the User's use of the Church's facility.
5. Users should be aware that booking a specific space does not guarantee the User exclusive access to the whole facility and other users may access unreserved spaces at the same time. In such cases the Church will try to ensure that different purposes do not conflict, especially where large groups or noisy activities are involved. If exclusive access to the facility is required, the User should book the entire facility.
6. The User agrees to
 - a. use only the facilities specified in this agreement and for the declared Purpose,
 - b. not act in any manner that may prejudice the insurance of the Church (consumption of alcohol and the use of candles and naked flames are not permitted),
 - c. leave the facilities in a clean and orderly condition and remove all refuse after each use (air conditioners or heaters that are left on will incur a charge and cleaning will be charged at commercial rates),
 - d. pay for any damage to Church property arising from its use of the facilities and to notify the Church of any damage,
 - e. not act in any manner which might damage the reputation and standing of the Church or become a nuisance or annoyance to the neighbourhood,
 - f. not to interfere with or remove any equipment, and
 - g. secure the premises after each use.
7. The User agrees to comply with all local, state and commonwealth government regulations including but not limited to copyright and performance licences, Working with Children Checks, and noise and parking regulations.
8. Nothing in this Agreement, or in the interactions between the Parties, form any relationship between the Parties other than that of the user (the User) of a premises owned and controlled by the other (the Church). The User shall not make any statement, reference or inference that the Parties have any other relationship than as described in this Agreement.
9. The Church reserves the right to cancel bookings if it deems necessary. Notice of cancellation will be given at the earliest possible date and any money paid in advance will be fully refunded.
10. This agreement may be terminated by either party upon written notice as follows:
 - 7 days' notice for a breach of the terms of this Agreement; and
 - 90 days' notice for termination for any reason (or no reason).In the event of termination, the User shall forfeit any fees paid.

Signed User Representative

Part 2: Hire Agreement Schedule

Period of Agreement

Purpose

Facilities

Day, time, frequency

Lights & AV Equipment: not required training required operator required

Note: we run a digital AV system with an iPad as the 'desk'. If you need to use our sound system, please arrange training or request an operator (costs below). Note that we cannot guarantee availability of an operator.

Contact Details

User Organisation

User Representative

Postal Address

Phone

Email

Fees

Minimum hire is 3 hours

Total Amount

Terms

(7 days prior to event / 30 days from invoice / specified regular amount)

Room	Church & NFP Hire ¹	Standard Hire (GST incl) ²
Auditorium	\$26.00 (\$28.60 incl. GST) (min. \$76.50 + GST)	Day: \$44.00 (min. \$132) Night ⁵ : \$55 (min. \$165)
Youth Hall	\$20.50 (\$22.55 incl. GST) (min. \$61.50 + GST)	Day: \$33.00 (min. \$99) Night: \$44.00 (min. \$132)
Meeting Room	\$11.00 (\$12.10 incl. GST) (min \$61.50 + GST)	Day: \$24.20 (min. \$72.60) Night: \$33.00 (min. \$99)
Kitchen ³	\$33.00 (\$36.30 GST incl)	\$36.30
Whole Building ⁴	\$57.50 (\$63.25 incl. GST) (min. \$172.50)	Day: \$101.20 (min. \$303.60) Night: \$132.00 (min. \$396)
Light & AV Operator ⁴	\$70/hr (\$77 incl. GST) (min. \$210 + GST)	Day: \$77/hr (min. \$231) Night: \$115.50/hr (min. \$346.50)
Baptismal Font ³	\$90.00	

Notes:

[1] 'Church & NFP Hire' rate includes churches and church ministries (not Bentley Baptist Church), registered not-for-profit organisations, and Bentley Baptist Church members' private functions. Minimum 3-hour booking.

[2] 'Standard Hire' rate includes commercial, social, and private functions including weddings. Price includes GST. Night rates apply from 6 pm-7am. Minimum 3-hour booking.

[3] The kitchen and baptismal font are a flat rate.

[4] 'Whole Building' rate Includes the Auditorium, Youth Hall, Meeting Room and Kitchen.

Signed / Date: /..... /..... on behalf of the User

Signed / Date: /..... /..... on behalf of the Church

Part 3: User Liability Form – Private Family Functions

It is essential that Users have their own Liability cover to protect themselves in the event of an incident. However, for private family functions at the Facility, the Church’s existing Public Liability cover will be extended to indemnify the User (subject to the terms and condition of the cover).

The Public Liability Insurer has accepted that “Private family functions” means birthdays, anniversaries, engagements, weddings and similar private events.

Where external parties are used for events, such as the hiring of jumping castles, entertainers, bands, etc. the User will be required to provide the Church with a copy of the third parties Liability Certificate of Currency. The Church must retain a copy of the Certificate of Currency for provision to Baptist Insurance Services (BIS) upon request.

Should the User or Church wish to use their own jumping castle, BIS will require a Risk assessment to be submitted and approved 5 business days prior to the event.

BIS Indemnity Limit: \$20,000,000

Policy Wording: Available upon request from Baptist Insurance Services

Alcohol Policy: Consumption of alcohol is not permitted on the church premises

If Public Liability insurance cover is required for a “private function” please answer the following:

Name of User

Date of Function

Type of Function (Anniversary ,21st Birthday Celebration, Wedding, Etc.)

No. of Invited Guests

Signature of User

Address

Date / / 20.....

Telephone

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