

APPLICATION FORM [1ST July 2016]

HIRE RATES as at 1ST July 2016:

Facility	Rate per hour
<i>Hire of the facility includes free use of the car park</i>	
<i>Exclusive of GST</i>	
A - Church Hall	
B - Church Auditorium	
C - Meeting Room	
Equipment	Rate per occasion
Z- Church Hall Audio Visual Equipment	
Y - Meeting Room Audio Visual Equipment	

CASUAL HIRE BOOKING FORM:

Date:		Booking Reference	
Applicants Details			
Client – Registered Name:			
ABN – where registered:			
Group [if relevant]			
Street Address:			
Suburb		State:	P'Code
Postal Address:			
Suburb		State:	P'Code
Email Address:			
Phone – Business Hours:		Phone – A/H	
Representative – Name:			
Representative – Phone Numbers		Mobile:	

Proposed Date of Hire?		
Access – Proposed Time?		Departure – Proposed Time?
<i>Note hourly charges will apply from the time of access to the time of departure.</i>		
Approximate number of people?		
Is this Event?	Not-for-Profit:	Commercial:
What equipment of your own will you be bringing? – please list		
<i>Note all electrical equipment must be tested and tagged by a qualified electrician:</i>		
Booking for the purpose of?	Adult Party	Conference/Convention
	Birthday Party	Family Function
	Celebration	Funeral
	Child Dedication	Meeting
	Christening	Wedding
	Other – Details >	
What Facility are you hiring?	Church Hall	
	Auditorium	
	Meeting Room	
Are you intending to sell alcohol?	Yes/No	
If the answer is yes, then you will require a temporary liquor licence – which you will be required to provide a copy of: - http://www.vcglr.vic.gov.au/home/liquor/new+applicants/apply/temporary+limited+licence+fact+sheet		
Are you intending to provide alcohol free of charge?	Yes/No	
Do you have public liability insurance?	Yes/No	
If the answer is yes, please provide a Certificate of Insurance?		
If you do not have public liability insurance you will be charged a minimum \$200 non-refundable fee, which covers your quests should an accident occur; this is not negotiable.		

FACILITY & EQUIPMENT HIRE TERMS AND CONDITIONS:

Ringwood Community Church [the Church] agrees to hire its facilities and or equipment to the Client subject to the following terms and conditions of hire.

1. Definitions.

- a. **Attendees** – any person whether invited or not on the Premises whilst those assisting or attending the Event are on the Premises.
- b. **Bond** – a security deposit held by the Church.
- c. **Client** – the person or entity hiring the Facilities and or Equipment.
- d. **Equipment** – devices of the Church used in the Event or available for use and for the health and safety of the Attendees.
- e. **Event** – the occasion the Church's facility and equipment are hired for, commencing with the first Attendee on the Premises and concluding when the last Attendee leaves the Premises.
- f. **Facilities** – the buildings of the Church used for the Event.
- g. **Premises** – the land and buildings of The Church.
- h. **The Church** – the hirer of the premises and facilities.

2. Offer to Hire;

The Church offers to hire its facilities and equipment to persons or entities that intend to hire same for Events that meet with the approval of its Pastor and or Elders and are compatible with Christian beliefs.

3. Church's Position:

The Church makes no assertion that the Facilities and Equipment for hire are fit for purpose and the Client is to inspect all the Facilities and Equipment it is intending to hire prior to use, to satisfy itself that they are fit for purpose, regulatory compliant and understand how to use same.

4. Client Responsibilities:

- a. The Client may not use the trademarks or intellectual property of The Church to promote the Event.
- b. The Client must first seek the approval of The Church where it wishes to promote or decorate the Event in its Facilities or Premises and may only do so after it has acquired written approval from The Church.
- c. The Client hires The Church's Facility and Equipment at its own risk.
- d. The Client shall ensure the Facilities are used for the purpose as hired and no other purpose.
- e. The Client shall ensure that all Attendees and users of the Equipment understand and comply with the facility and equipment hire terms and conditions and are supervised at all times whilst on the Premises.
- f. The Client is responsible for the security and safety of Attendees.
- g. The Client is to inform the Police prior to the Event taking place.
- h. The Client and its representatives are to comply with all Facility instructions and the directives of the officers of The Church.
- i. The Client shall ensure that none of the Equipment of the Church is removed from the Premises.
- j. The Client shall be responsible for the loss of or damage to Attendees personal property.
- k. The Client shall ensure the Facilities, Equipment and Premises are cleaned and left in the place and condition which they were found, and all waste removed.
- l. The Client is liable for any injury or death to the Attendees of the Event or users of the Equipment regardless of the cause.
- m. The Client is liable for all damages caused to the Facilities, Equipment and Premises of The Church and any repairs and maintenance required due to improper or incorrect use of the Facilities or Equipment.
- n. The Client is have all applicable licenses to use and broadcast any material that has a copy write applicable to it.

5. Safety, Emergency and First Aid Procedures:

- a. The Client shall brief all Attendees prior to the event on its and the Church's health and welfare safety procedures and use of equipment and that the Event must be operated in accordance with this procedures.
- b. The Client is to assure The Church it is able to manage and keep safe the Attendees at all times; especially in the event of a fire or other catastrophe impacting the Event.
- c. The Church is to be informed of any calls for emergency services and immediately an injury or death occurs whilst on the Premises.
- d. Fire Fighting, Safety & Emergency Equipment must only be used in accordance with the instructions on the Equipment and must not be tampered with or removed.
- e. No illegal or unauthorized activity may be conducted or fire may be lit on the Premises at any time.

6. Premises:

- a. The Client shall ensure Attendees comply with speed restrictions on the Premises and park in signed or marked parking zones/spots.
- b. The Client shall ensure Attendees comply with instructions posted around The Church's Facility, Equipment and Premises.

7. Food and Non-Alcoholic Drinks:

- a. Food and non-alcoholic drinks may be prepared or served in the Facility.
- b. Client's not exempt from Victoria's food handling regulations are to ensure all handlers of food are trained and licenced in accordance with Victoria regulatory requirements. [Copies can be obtained at the office.](#)

8. Alcohol and Illegal Drug Consumption and Smoking:

- a. The Facility is not a licensed venue and does not supply, sell or disburse alcoholic beverages.
- b. Permission for the consumption of alcohol at the Event is considered on a case-by-case basis, is entirely at the discretion of The Church and approval must be gained prior to the Event. <http://www.vcglr.vic.gov.au/home/liquor/>

- c. All alcohol consumption must be conducted within legal and publically acceptable behavioral guidelines and within the Facility hired for the Event. Visit <http://www.vcglr.vic.gov.au/home/liquor/> for guidelines and licence requirements.
- d. No alcohol is to be consumed outside the Facility hired for the Event.
- e. Over-consumption of alcohol, or any form of illegal drug-taking, is not permitted and failure to conform will void the return of the bond.
- f. No smoking is permitted on the Premises.

9. Computers:

- a. The Client under no-circumstances must load any software on the Church's computer equipment or other devices capable of being loaded with software.
- b. The Client will be responsible for the cost of removing viruses originating from its use of The Church's Computers and other Equipment.

10. The Environment:

- c. Music amplification, public address systems [PA] and CVT Cameras must be operated within Council and EPA standards and, The Church's 'Good Neighbour's policy.
- d. The Client is to familiarize itself with all Council and EPA standards and, The Church's 'Good Neighbour's policy prior to the Event.

11. General:

- a. All the Client's electrical equipment used in the Event must be tested and tagged in accordance with Victorian Occupational Health & Safety regulations.
- b. Additional charges may apply if the Facility is occupied earlier or later than stated in the agreement.
- c. Where the Facilities, Equipment and Premises are not cleaned to the satisfaction of The Church, The Church shall have the right to contract professional cleaners to clean these to the state they were hired in, at the Client's cost.

12. Cancellation.

- a. The Client may cancel the booking within one month of the date of the Event.
- b. Events cancelled within four weeks of the date of the Event will incur a 50% cancellation fee.
- c. Events cancelled within two weeks of the date of the Event will incur a 100% cancellation fee.
- d. The Bond will be returned regardless of when the Event is cancelled.

13. Consents:

Unless otherwise herein stated, where the consent, approval or permission of The Church is required under these Terms and Conditions, such consent approval or permission may be given subject to such specified condition as The Church determines in its absolute discretion.

14. Entire Agreement:

This Agreement sets out the entire agreement and understanding between the Parties with respect to the subject matter of these Terms and Conditions and supersedes all prior agreements, understandings and representations.

15. Assignment:

The Client may not assign this agreement to a third party or its agent.

16. Force Majeure:

- a. Force Majeure means a circumstance beyond the reasonable direct or indirect control and without the fault or negligence of the Party claiming force majeure, including but not limited to accident, fire, explosion, epidemic, strike, lockout, labour conditions, civil disturbance, riot, any act of God, act of war, terrorist incident, cyclone, flood, storm or earthquake (but excludes changes in economic circumstances).
- b. A delay in or failure of performance by a Party (other than the payment of money) does not constitute a breach of these Terms and Conditions by that Party if and to the extent that the delay or failure is caused by a Force Majeure, provided the Party claiming Force Majeure, gives notice to the other Party of the occurrence of the Force Majeure providing details of the Force Majeure and its anticipated likely duration and effect; and uses its best endeavours to resume fulfilling its obligations as promptly as possible and gives notice to the other Party with notice of the cessation of the Force Majeure.

17. Provisions Severable:

If any provision of these Terms and Conditions is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions will not be affected and such invalid, illegal or unenforceable provision is to be severed from these Terms and Conditions.

18. Indemnity:

- a. The Client is to indemnify The Church against all claims by the Attendees and fines imposed by authorities stemming from the Event.
- b. The Client indemnifies The Church, its officers, employees and agents from any claim for damage, loss, injury or death made against them by any Attendee.

19. Status of the Parties:

Nothing in these Terms and Conditions is to be construed as creating a partnership, joint venture, relationship, agency or employment between the Parties.

20. Time is of the Essence:

Time is of the essence in all Supplier obligations created under these Terms and Conditions.

21. Variation:

No part of these Terms and Conditions may be amended or modified unless reduced to writing making specific reference to these Terms and Conditions and signed by the Parties or their Authorised Representatives on their behalf.

SECURE BOOKING [TO BE COMPLETED BY THE CHURCH]					
A deposit of 20% of the total fee is payable at the time of booking – a receipt will be issued.					
100% of the fee and the bond is payable two weeks prior to the Event; failure to pay will result in a cancellation.					
An invoice will be issued upon final payment.					
Subject to hire transpiring in accordance with the Terms and Conditions, the Bond will be refunded within seven days of the hire.					
Facility Hire	A	\$	Equipment Hire	Z	\$
	B	\$		Y	\$
	C	\$		X	\$
Bond		\$	Bond		\$
Sub-Total		\$	Sub-Total		\$
Total					\$
+ Public Liability Insurance if applicable					\$
Less 20% booking deposit					\$
Balance payable within two weeks of Event – Final Payment					\$

Deposits and payments can be made by credit/debit card or by direct debit.	
Client's Direct Debit Details:	
Bank	
Name of Account	
BSB Number	
Account Number	

The Final Payment is due within two weeks of the Event.	
I _____ declare that I am authorised by the Client to permit The Church to debit the above account with the deposit upon receipt of and approval of this Application and the final payment, due within two weeks of the Event.	
Deposit	\$
Final Payment	\$
Signed	

Declaration [To be completed by the Client's authorised representative]		
I acknowledge that:		
<ul style="list-style-type: none"> • I have read and understand The Church's Facility & Equipment Hire Terms and Conditions: 		
<ul style="list-style-type: none"> • I am authorised by the Client to complete and sign the application form. 		
<ul style="list-style-type: none"> • I accept responsibility on behalf of the Client and Attendees to comply with The Church's Facility & Equipment Hire Terms and Conditions. 		
Name:	Date:	
Signature:		
Client:		

Please complete and email or mail this application to:	
Church @	
Church Name	
Address	
For details contact:	Phone

OFFICE USE ONLY

Date:	
Name of person who processed this application:	
I 'the Processor' declare I have checked all details of the application and the requirements and the Client meets them all and has supplied all copies of licenses required.	
Signature of Processor:	
Date:	
This application is approved by name:	
Signature of approver:	