



# Hirer Agreement (VIC)

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (VICTORIA)  
ON BEHALF OF THE GLEN WAVERLEY CONGREGATION

**Date:** 18 April 2024

## PARTIES

Name of Church: Glen Waverley Uniting Church on behalf of The Uniting Church in Australia Property Trust (Victoria)

Referred to as: (the Church)

Address: Cnr Bogong Avenue & Kingsway, Glen Waverley 3150  
(10-12 Bogong Avenue, Glen Waverley 3150)  
Contact Person: Joanne Boldiston  
Email: [office@gwuc.org.au](mailto:office@gwuc.org.au)  
Phone: 03 9560 3580

Name of User:

Referred to as: (the User)

Address:  
Contact Person:  
Email:  
Phone:

## THE PARTIES AGREE:

- A. The Church is the owner of the property at Corner Bogong Avenue & Kingsway including the hired area described in the attached schedule being 'Annexure A'.
- B. The Church has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the hired are in accordance with this hirer agreement ('agreement') which includes the attached Conditions of Use.
- C. The User agrees to use and occupy the hired areas on the terms and conditions of this agreement for the permitted use of .

## KEY TERMS OF AGREEMENT

### 1.1. Commencement Date and End Date

This agreement will continue for the term, commencing on and ending on subject to any earlier termination or extension granted in accordance with this agreement. (NB. initial term to be no longer than 12 months).

### 1.2. Hire Area to be used

The Church allows the User to use and access the hired area as listed in the attached schedule being Annexure A

### 1.3. Scheduled Hours

Unless otherwise agreed between the parties, the hired area will be used only on the following days and times:

Day/s  
Time/s

### 1.4. Hire Fee

The hire fee payable by the User will be calculated as listed in the attached schedule being Annexure A

### 1.5. Frequency of Use:

One-off User (go to clause 1.8)

Regular User (go to clause 1.6)

### 1.6. Option to Renew (if applicable)

This agreement may be renewed at the end of the term subject to both parties agreeing to the renewal and there being no breach of this agreement and the new term and hire fee being agreed. The User must give notice of its intention to renew no later than the date 3 months before the expiry date of the term. If renewed the hire charges as shown in Item 2 of Schedule Annexure A may be varied by agreement.

**1.7. Termination**

- a) Either party may give written notice of the termination of this agreement for any reason, provided that 1 months' notice is given.
- b) The Church may terminate the agreement immediately if the User is in breach of any of the terms of this agreement and fails to remedy the breach within 7 days of receiving a written notice specifying the breach.

**1.8. Payment of Hire Fee**

- a) One off User – hire fee shall be paid at any time prior to occupation.
- b) Regular User – hire fee (or pro rata part thereof) will be requested by invoice at regular intervals.
- c) Payment may be made by:
  - Bank direct deposit to Church (preferred): Account Name: Glen Waverley Uniting Church  
BSB: 033-052  
Account Number: 92 2198  
*Please use Invoice Number as reference*
  - Credit Card (2% surcharge applies to each transaction)
  - Cash - Office hours 9am to 3pm Monday to Friday
  - Cheque made payable to **Uniting Church Glen Waverley.**  
Please send cheque to Office Manager, Glen Waverley U.C., Cnr Bogong Avenue & Kingsway, Glen Waverley 3150

**1.9. Payment of Security Deposit**

A security deposit of \$100 (if applicable) shall be paid (via payment method at 1.8) prior to the User's occupation of the hired area as security against any damage or cost incurred as a result of the User's occupation. If there is no breach of conditions, damage or extra cleaning costs, the security bond shall be returned in full to the User's nominated bank account. If the security deposit not received by the Church 1 month prior to the Commencement Date the Church will cancel the booking.

**SIGNATURES**

**SIGNED** by the **CHURCH** by its authorised Church Council representative

in the presence of:

Signature \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name \_\_\_\_\_

Name and role \_\_\_\_\_

**SIGNED** by the **USER** by its authorised representative

in the presence of:

Signature \_\_\_\_\_

Signature of witness \_\_\_\_\_

Name \_\_\_\_\_

Name and role \_\_\_\_\_

Date \_\_\_\_\_

By signing above the User acknowledges that they have received, read and understood the attached Conditions of Use.

*\* In signing this agreement. the signatory is committing to provide prior to use, current copies of both Public Liability Insurance and a Working with Children Check.*

*\* If there is an occasion (eg Funeral) where Glen Waverley Uniting Church are unable to provide the area hired we will endeavour to provide an alternative. If an alternative hire area is not available on the required day, hire fees will not be charged for the unavailable period.*

<p><b>Glen Waverley Uniting Church is a smoke-free and alcohol-free venue.</b> <a href="http://www.gwuc.org.au">www.gwuc.org.au</a></p>
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## Conditions of Use

The parties agree that for payment of the hire fee, the User and all persons acting on behalf of the User shall have the non-exclusive right to use and occupy the hired area for the User's permitted use for the term on the agreed days at the agreed times, on the conditions of use as set out below.

1) The following expressions will have the following meanings:

**The Church** means The Church Council of the Uniting Church Congregation of Glen Waverley having the control of the hired area and includes its ministers, members and employees and The Uniting Church in Australia Property Trust (Victoria).

**The User** means the person, group or organisation using the hired area, together with the representatives, office bearers and employees of the user.

**The hired area** means that part of the Church's property used or occupied by the User, and includes any specified furniture, fittings and equipment therein owned or supplied by the Church and specified in clause 1.2 of this agreement.

**Agreement** means licence or hirer agreement.

2) At all times during the term, the User must:

- a) pay the hire fee on time, without demand;
- b) only use the hired area for the permitted use but the User agrees that the Church has not represented that the hired area may be used for that use according to law or that the hired area is suitable for that use;
- c) comply with all laws affecting or relating to the User's use and occupation of the hired area, including but not limited to the following: (i) complying (at the User's own cost) with any Act, Regulation or Direction made relating to cleaning, vaccination or public-health related requirements which may be in force during the term of this Hire Agreement, including where such requirements arise from emergency powers in a state of emergency. Where requested by the Church, the User must promptly evidence its compliance with such laws; and (ii) its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations;
- d) obtain and keep current all licences (including copyright licences), authorisations, permits (including any planning permit required for the User's permitted use), accreditations, professional indemnity insurance (if applicable) and any other approvals necessary to comply with the permitted use of the hired area;
- e) comply with all rules or directions of the Church's representatives as notified to the User from time to time, including any safety rules or evacuation plans in existence or licence obligations which form part of this agreement, including but not limited to the cleaning and sanitizing requirements annexed to this agreement as **Annexure B**;
- f) provide a safe environment to its guests, patrons and employees;
- g) in accordance with Government regulations and Uniting Church in Australia guidelines on social distancing, ensure room occupancy limits as displayed on room entrances, are adhered to at all times;
- h) keep the hired area in a clean and tidy condition, comply with safe food handling and hygiene procedures identified in the kitchen, clean up spillages and place all refuse in the rubbish bins provided. The Church may charge additional cleaning fees of \$50-\$80 if the premises are not cleaned as stipulated;
- i) not leave any unused food anywhere in the complex and specifically not in the kitchen or fridge/s after the nominated event has been held;
- j) treat the kitchen as a shared facility (unless specifically hired for an additional charge). Other persons must not be prevented from accessing the kitchen;
- k) avoid any noise or action which will interfere with the Church's activities or neighbours;
- l) avoid any action which is contrary to the Church's mission, reputation or activities in the community;
- m) avoid any action which would cause damage or allow damage to the hired area or other Church property or which may invalidate or increase the premium of any Church insurance policy. Should any damage occur for any reason during the User's occupancy or use under this hire agreement, the User shall notify the Church as soon as practicable and pay on demand the reasonable costs of such damage or loss;
- n) not permit the smoking of any substance, or the consumption of drugs within the hired area or on Church property. Service or consumption of alcohol in any form in the hired area is not permitted;
- o) not use or allow the premises to be used for any illegal purposes;
- p) not make any alterations or additions to the hired area;
- q) not erect or cause or allow to be erected on or near the property any sign, advertisement or other material without the consent of the Church;
- r) follow these procedures regarding the use of decorations:
  - i) all decorations, including flowers, are to be removed as soon as practicable after the function;
  - ii) nails, pins, drawing pins or other fastenings are not to be driven into or affixed to walls or woodwork and adhesive tape is not to be used to fasten or affix items to any wall, window, woodwork or curtains;

- iii) items that are indecent, obscene or suggestive must NOT be displayed;
  - s) leave the hired area securely closed and locked with all lights, heaters and other appliances turned off or as otherwise directed by the Church. Failure to do so may incur an additional charge at the Church's discretion;
  - t) return all keys to the Church when the User ceases to use the hired area, or not disclose access codes provided for the permitted use to any other person/s or group;
  - u) ensure that any children are supervised by an adult, at all times;
  - v) ensure that the hired area is filled to a level which is not above safe capacity for that space, or as advised by a Church representative;
  - w) not sub-let or defer their period of use, or any other time, to any other group.
- 3) The User must have a Public Liability Policy of at least \$10,000,000. This Policy should be unlimited in the aggregate and note the interest of The Uniting Church in Australia Property Trust (Victoria). The User can apply for Hirer's Public Liability Insurance with the Uniting Church if the hired area is to be used for a maximum of 15 days per year. Please contact Synod Insurance Services to apply on 9116 1905 or insurance@victas.uca.org.au.
  - 4) The User will indemnify and hold harmless the Church against all costs, liability, loss or damage caused to the Church as a result of:
    - a) damage or injury to any property or person caused by the User, activities by the User, its employees, agents or invitees;
    - b) a breach by the User of its obligations under this agreement;
    - c) any negligent act or omission by the User, its employees, agents or invitees in the performance of or in connection with the User's use and occupation of the hired area; or
    - d) non-compliant property, ie electrical goods.
  - 5) Property owned by the User and its invitees and brought into the hired area is at the User's sole risk. The Church will not be responsible or liable to the User for any loss or damage to such property occurring during or in connection with the User's use of the hired area.
  - 6) The Church shall not be liable to the User for any loss or damage which the User may incur due to the hired area not being available to the User for any reason beyond the control of the Church.
  - 7) The right of the User to use the hired area will not grant the User permission to use equipment in the hired area or to store the User's items in the hired area except as specified in this agreement and then only in accordance with any directions given by the Church.
  - 8) The User warrants and undertakes to the Church that no use of the hired area will be for retail purposes and that the User will not do anything which will have the provisions of the Retail Leases Act 2003 (Vic) apply to this agreement.
  - 9) The User acknowledges that this agreement shall not be capable of assignment, transfer, subletting or granting of any interest to any other person by the User and the rights conferred by this hire agreement are personal to the User only.
  - 10) The User acknowledges that it has satisfied itself as to the state and condition of the hired area and the items used in the construction of the hired area, and the User covenants with the Church so it will not require the Church to carry out any works or repairs with respect to the hired area to make it fit for the intended use by the User.
  - 11) The User agrees that this agreement does not give rise to a leasehold interest in the hired area, only a short-term right of non-exclusive use in accordance with the terms of this agreement.
  - 12) The Church will take all reasonable steps to ensure that the User has quiet enjoyment of the premises.
  - 13) The User's use and occupation of the hired area under this agreement is granted subject to the Church's right to use that area, where required, for the purpose of funerals or other unforeseen or important church activity on the condition that a minimum of 3 days' notice is given by the Church.
  - 14) If a dispute arises regarding any matter under this agreement, the parties' representatives will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation using their best endeavours and acting in a spirit of co-operation.
  - 15) Terms 1.1 to 1.5 and 1.8 to 1.9 in this agreement may be reviewed at any stage, at the request of either party, and may be amended with the consent, in writing, of both parties.
  - 16) The Church will not supply exclusive or reserved car parking as part of this agreement, and no user is permitted to close off the car park at any time without written approval of the Office Manager or Chair of Property Committee. Use of the car park outside of hirer's scheduled hours is not permitted. The car parks specifically designated for Minister and Office Manager are not to be used by the user under any circumstances. Car parking specifically designated as Disabled must only be used by persons holding a valid certificate, which must be displayed.
  - 17) It is a condition of the agreement that where the premises may be used for a performance of a musical, literary or dramatic work the Hirer will obtain any and all necessary copyright permission. The Hirer hereby acknowledges that it will indemnify the owner against any liability arising out of the Copyright Act (as amended). If unauthorized or copyright material is used without the appropriate permission, the Hirer's nominated representative accepts full and personal liability for any infringements.
  - 18) Safety of Children - If any activity of the User under this Hirer Agreement involves children, the User undertakes and warrants that no person who is prohibited under law will participate in such activity and the User will cause its staff and invitees to observe the provisions of the law relating to child safety. The User will ensure all persons responsible for any activity involving children hold the required "Working with Children" checks. A child is designated as a person 17 years of age or younger.
  - 19) A Party may execute this agreement by signing any counterpart and all counterparts constitute one document taken together.



# SCHEDULE

THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (VICTORIA)  
ON BEHALF OF THE GLEN WAVERLEY CONGREGATION

Date  
18 April 2024

ITEM 1	Hirer	
ITEM 2	<b>Premises and Equipment</b> <i>* Permitted use includes ancillary areas eg. adjoining hallways, toilets, kitchen tea &amp; coffee facilities, etc. Please discuss with Office Manager if cooking facilities are required.</i>	<u>Amount</u>
	Hire Area	
	Hire Day/s	
	Hire Time/s	
	Toilet Cleaning Levy	
ITEM 3	Hire Fee per (no GST applicable)	_____ _____
ITEM 4	Bond <i>(if applicable)</i>	
ITEM 5	Hire Commencement Date	
	Hire Termination Date	
ITEM 6	Permitted Use	
ITEM 7	Hirer's Authorised Officer	
	Name	
	Email	
	Phone	
ITEM 8	Insurance	\$10 million
ITEM 9	Notes	

- 1) The User will ensure that all its employees, agents and invitees will use hand sanitizer provided by the Church prior to entering the hired area and ensure its use by such persons at suitable intervals during the occupation of the area.
- 2) The User will clean and disinfect all contact surfaces and points with an appropriate cleaning agent for the surface or material at the conclusion of each session of its use of the hired area. All chairs, tables and benches, door handles, push plates, switches and buttons, handrails, dispensers, sinks, taps and faucets MUST be cleaned and sanitized. Glen Waverley Uniting Church will supply all products required for this cleaning and disinfecting regime.
- 3) In the event of an agent, attendee, employee or invitee of the User having been confirmed as a positive case of COVID-19 and present during the period of use of the hired area a deep clean is not required. If deep cleaning is required as a result of the hire by order or directive of a Government authority; the User will be responsible for the cost of a deep clean of the hired area by a professional and suitably trained cleaning contractor in line with either direct DHHS advice or the DHHS document "COVID-19 cleaning guidelines for workplaces: Information for business owners, managers and cleaners" <https://www.health.vic.gov.au/covid-19/infection-prevention-control-resources-covid-19>; or other such document as a relevant government authority may prescribe from time to time.
- 4) The User acknowledges Clause 2 (c) of Conditions of Use which states:

At all times during the term, the User must comply with all laws affecting or relating to the User's use and occupation of the hired area, including but not limited to the following: (i) complying (at the User's own cost) with any Act, Regulation or Direction made relating to cleaning, vaccination or public-health related requirements which may be in force during the term of this Hire Agreement, including where such requirements arise from emergency powers in a state of emergency. Where requested by the Church, the User must promptly evidence its compliance with such laws; and (ii) its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations.