

Glen Osmond Baptist Church

1 Fisher Street, Myrtle Bank 5064

(cnr Glen Osmond Road & Fisher Street)

e: office@gobc.org.au

www.gobc.org.au

*TERMS & CONDITIONS OF HIRE*

## Type of function

* 1. Full details of the type of booking/function being held must be advised at the time of booking. This includes any anticipated noise that may hinder other users. For example, singing, piano playing, and fitness activity.
	2. If the Church premises is used for a purpose or function other than specified in the Hirer’s Agreement, the bond will be forfeited and the Church Management will activate its right to refuse future hiring requests.
	3. Glen Osmond Baptist Church has the right to refuse bookings without the necessity to give reasons for such refusal to the hirer.
	4. An agreement will be immediately cancelled if any of the Terms and Conditions are violated.

## Bookings

* 1. A hire agreement can only be entered into by a person over the age of 18 years and is not transferable.
	2. A person nominated on the hire agreement is responsible for the booking.
	3. Tentative bookings will only be held for fourteen (14) days and will be cancelled should there be no Agreement signed during this time. The area is then available to be hired for alternative bookings.
	4. Confirmation of a booking occurs when:
	5. The Office Manager receives and accepts a completed and signed Hire Agreement form.
	6. For a Casual Hirer, full payment is received.
	7. A signed Hire Agreement form confirms the hirer understands the Terms and Conditions of their hire.
	8. Hirers must book for the total time required for their booking. This includes all setting up, packing up and cleaning time. Hire fees are charged for actual time of usage. Hirers must strictly keep to their booked times and will be charged if their time is exceeded.
	9. The Church reserves the right to accept booking requests from other hirers with only a half-hour duration between bookings.
	10. The Hirer will only use the area booked.

## Invoicing

### Regular hirers

* + 1. Regular Long Term Hirers will be invoiced as discussed at the time of signing the Agreement.
		2. Regular Hirers will incur a late fee should accounts not be paid according to the terms of payment as outlined on the invoice. Glen Osmond Baptist Church reserves the right to discontinue bookings should accounts not be paid.
		3. Outstanding accounts will be forwarded to a debt collection agency.

### Casual hirers

* + 1. Once a signed Casual Hire Agreement has been received, Glen Osmond Baptist Church will invoice the Hirer for full payment of the hire fees and security bond if required.
		2. The invoice is to be paid subject to the terms of payment as outlined on the invoice and must be paid in full prior to the booked date/s and time/s.

## Cancellation or Rescheduling of Meetings

### By Hirers

Cancellations or rescheduling of confirmed bookings must be submitted in writing (post or email) to the Office Manager as soon as possible. The Financial Administrator will calculate the cancellation or reschedule charges based on the following:

* Less than 10 working days notice given – 50% of the invoice involved is payable
* Less than 5 working days notice given – 100% of the invoice involved is payable

### By Glen Osmond Baptist Church

Glen Osmond Baptist Church may cancel the booking without notice in the event of an emergency or if the facility is deemed unsafe. The Hirer will not need to pay for that period.

* 1. Glen Osmond Baptist Church has air-conditioning that works well under normal conditions. In extreme temperatures (over 38 degrees) it may be less effective. If you choose not to use the facilities in this situation, contact the office within seven (7) days of the booking to negotiate either rescheduling or refund of fees. After seven (7) days, normal hiring fees apply.

## Termination

Termination of Long Term Agreements can be effected by either party giving four weeks’ notice in writing.

## Security bond

* 1. A bond, as per Fees and Charges, must be paid as security if alcohol is to be consumed on the premises.
	2. The bond will be refunded in full should there be no costs to the Church arising from the function.
	3. The bond will be partially refunded where Church Management needs to rectify any damage, supply additional cleaning, organize inappropriately stacked/stored furniture and rubbish removal, etc.
	4. Where costs for the above (6.4) exceed the bond, the Hirer will be responsible for any additional expenses incurred by Glen Osmond Baptist Church due to the function.
	5. The Security Bond will be refunded by EFT within seven days after the function – this will allow enough time for a complete inspection of the facility to ensure there has been no damage to facilities or equipment used, or no cleaning/ security costs incurred.

## Car parking

Car parking is available in front and rear of the building.

Please do not park in the drive through area by the front door or park blocking the back door exit as these spaces must remain unobstructed.

## Security

The Hirer is responsible for securing the premises before leaving the Church building and must:

* Lock all windows and doors,
* Turn off lights, air conditioning, heaters etc.

## Furniture / Catering / Equipment

* 1. This hire agreement allows for the reasonable use of the kitchen facilities and equipment. The hirer is responsible for the supply of all their own food, drinks and consumables.
	2. Hire fees do not cover the setting and packing up of seating or tables before or after the function.
	3. Delivery and collection of goods must occur during the booked hours of hire. Glen Osmond Baptist Church accepts no responsibility for any goods delivered to or left on the premises by the Hirer.
	4. All electrical equipment brought in to Glen Osmond Baptist Church must be tagged and tested in compliance with Australian Standards before use.
	5. NUT FREE ENVIRONMENT – Please note: The Church building is a ‘nut free’ environment. No nuts or nut derivative products are to be brought into the Church building.
	6. Our sound equipment and projector are available for use by Hirers with prior agreement only.

## Music and noise

* 1. Hirers should ensure that guests arrive and leave the premises promptly and quietly and respect the rights of local residents.
	2. Hirers should ensure that guests respect and are considerate of other Tenants using the premises.
	3. On a Saturday the Church must be vacated by midnight and for all other nights by 11.00pm. This is to comply with Council regulations.

## Alcohol consumption

Reasonable alcohol is permitted, however a security bond of $300 must be paid if alcohol is to be consumed on the church premises. Please see item 6 for terms of the security bond.

## Food safety

Food preparation and handling must be in accordance with the government Food Safety standards.

## Cleaning

* 1. The hired area must be cleaned and tidied prior to vacating the building with moved furniture returned to the original position unless previously arranged with the Office Manager.
	2. The Hirer must ensure that spills are readily mopped up and tables (if used) wiped down. The Hirer is responsible for providing their own cleaning products, dishwashing liquid, tea towels, garbage bags etc.
	3. Rubbish is the responsibility of the hirer and must be taken home.
	4. No light bulbs or tubes in the building are to be removed or replaced with coloured lighting.
	5. All decorations and adhesives must be removed. Screws and nails are not permitted.
	6. Cooking spits or barbecues or open or enclosed fires are not permitted within the Building (other than what is already provided within the Kitchen).
	7. Cleaning must be completed within the hire time before securing the building, this includes emptying the fridge, if used.
	8. If the facilities are not cleaned after use, Glen Osmond Baptist Church reserves the right to oncharge any additional cleaning costs to the venue hirers, this will be invoiced separate to the venue hire costs. Frequently leaving the premises in an unclean state after use, may result in the cancellation of the venue hire agreement.

## Damage

* 1. Hirers must respect the Church property and the rights and belongings of others.
	2. Under no circumstances is furniture to be taken outside the building.
	3. All damage, breakages and losses must be reported to the Office Manager as soon as practicable. Compensation for damage to or loss of Glen Osmond Baptist Church property will be required.
	4. Glen Osmond Baptist Church accepts no responsibility for loss or damage to the Hirer’s goods or equipment.

## Insurance and indemnity

* 1. Hirers representing an organisation must have Public Liability Insurance to the value of $10 million. A valid Certificate of Currency needs to be provided annually. In order for the insurance to be valid, the policy name and the Hirer’s name must appear the same.
	2. The Hirer accepts that Glen Osmond Baptist Church’s Building and Contents Insurance does not cover the Hirers belongings and equipment. It is strongly advised that the Hirer provides their own insurance in this regard.
	3. The Hirer accepts that Glen Osmond Baptist Church’s Public Liability Insurance does not cover any claims that arise out of negligent action or omissions of the Hirer arising from the use of the Church building.
	4. ‘Private family functions’ at the Church’s facilities, can be covered under the Church’s existing Public Liability Policy. The Public Liability Insurer has accepted that ‘Private family functions’ means birthdays, anniversaries, engagements and weddings and funerals.

## Safe environment

Glen Osmond Baptist Church is committed to providing a safe environment for children and other vulnerable people. Hirers who run children’s activities must have enough mature age leaders to adequately supervise and care for the children. Where required, the Hirer must have the regulatory SA Police check and be Government compliant with Child Safe training and protection. Current Certificates must be produced when requested by the Office Manager.

## General conditions

* 1. Hirers are to conduct and manage their function at all times in a manner which is lawful, orderly and respectful of other tenants on the property and local residents.
	2. Smoking is not permitted within the Church building or within 10 metres of any doorway. The Hirer is responsible for advising guests and enforcing this regulation.
	3. Children are to be supervised at all times.

## Emergencies

* 1. All Hirers should take note of fire exits, fire extinguishers and emergency evacuation procedures prior to the function and inform guests of these procedures.
	2. Emergency Exit Doors must remain cleared and accessible and fire extinguishers may not be moved except in the event of a fire.



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*Fees and Charges (including GST)*

Please note that payment needs to be made via direct deposit.

**Facility Hire Bond and Key Deposit**

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| --- | --- | --- |
| Refundable Security Bond (no GST) – if alcohol is consumed | Per hirer | $300.00 |

**Available Hours**

|  |  |
| --- | --- |
| Monday - Thursday | 9.00am – 11.00pm |
| Friday  | 9.00am – 11.00pm |
| Saturday  | 9.00am – 12.00midnight |
| Sunday  | Not available |

**Facility Rates**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Area** | **Per Hour** | **Per Half Day****Up to 4 hours** | **Full Day****Up to 8 hours** | **Full Day + Evening****9am–11pm** |
|  |
| **All facilities** |  | $185.00 | $290.00 | $440.00 |
|  |
| **Chapel** |  | $99.00 | $185.00 | $275.00 |
|  |
| **Hall** |  | $99.00 | $185.00 | $275.00 |
|  |
| **Sunday School Room** |  | $75.00 | $140.00 | $185.00 |
|  |
| **Small Counselling Room** | $22.00 | $60.00 | $110.00 |  |