



Adamstown Uniting Church 2018 User Agreement

DETAILS OF AGREEMENT

PARTIES

Description **Congregation**
Name **The Adamstown Uniting Church**

Address: 228 Bruncker Road
(PO Box 20)
ADAMSTOWN NSW 2289
Phone: (02) 4957 1887
Attention: Bookings Co-ordinator
Email: info@adamstownuca.org.au

Description **User**

Applicants Details:

Business Name: _____

Contact Name: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

Phone: _____ Mobile: _____ Fax: _____

Email: _____

Please provide bank details for electronic refund of security & cleaning deposit:

Account Name: _____

Institution: _____

BSB: _____

Account No: _____

BACKGROUND

A. The Church is the owner of the church and building known as the Adamstown Uniting Church

B. The user is to be entitled to utilise the facility for _____

(Users purpose)



Adamstown Uniting Church 2018 User Agreement

DETAILS

1.

1.1. *The Congregation* grant the use of the marked room/s (please tick boxes below) as per the terms and conditions set out in Clause No 3 of this agreement.

- | | |
|---|--|
| <input type="checkbox"/> Church (Includes Church Foyer) | <input type="checkbox"/> Dungeon |
| <input type="checkbox"/> Church Foyer | <input type="checkbox"/> Kitchen (lower) |
| <input type="checkbox"/> Memorial Hall | <input type="checkbox"/> Barnes Room |
| <input type="checkbox"/> Kitchen (upper) | <input type="checkbox"/> Bright Ideas Room |

2.

2.1. *The User* enters into this agreement as per the terms and conditions set out in Clause No 3.

3.

3.1. Commencement Date

This agreement will commence on the (insert first date of hire) _____

3.2. Premises to be used

The Congregation allows the user to access the areas as checked above and any furniture, fittings, and equipment specified in **Section 5**.

Scheduled Hours

The premises/space mentioned above in 3.2 will be used for the following times.

Set up and pack up time are not included in the event hiring. Time for this needs to be added to the event time – mark below what time you will come in to set up, and what time you will leave after pack up/cleaning. The set up and pack up time will be charged in addition to the event fee where 15 minutes or more is needed each side (minimum charge 30 minutes each side). If no time is nominated 30 minutes each side will be added to the invoice.

Date	Day	Time in for Set up	Event Start	Event Finish	Time out after clean up

Attach a separate sheet if you need more space.

Will you use the facility on: **School Holidays** Y / N **Public Holidays** Y / N

Any further usage of the facility will require a separate usage agreement.

3.3. Frequency of Use

One-off Users **Regular User** **How often** _____



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4. CLEAN UP AFTER THE BOOKING

4.1 All users are required to leave the facility in the same condition as when they arrived.

This includes:

- Returning tables/chairs that have been moved – see diagram on walls of each room
- Sweeping/mopping/vacuuming of floors
- Wiping bench tops
- Cleaning & putting away all cutlery/crockery/glassware
- Replacing sound equipment & any other equipment that has been moved
- Turning off air conditioners, fans/heaters, lights, oven/stove, exhaust fans
- Turn off dishwasher
- Removing rubbish from bins. If young children are present in your group, advise parents to take dirty nappies with them
- Checking toilets – rubbish, cleaning, and turn off lights
- All excess food & drinks should be removed at the end of the booking

Any mess/damage found on entering the building shall be notified to the church via email as soon as practical. Please attach photos if possible.

4.2 Garbage

All Users are required to remove all garbage created from their booking from the premises at the end of their booking. NB the church only has one bin & this is needed for church use.

5.2 Promotion

Eligible events (Arts -focussed public events) can be listed on the Adamstown Arts event page of our website, posted on our Facebook page and included in the event e-newsletter. If you would like to make a donation to help us maintain this service, this can be made at the office before or after your event (*suggested amount \$25*). Your support can also be provided in 'liking' our Adamstown Arts Facebook page, sharing events, sharing feedback about the venue and spreading the word about all the great events at Adamstown Arts.

Tick if you would like to make a donation towards promotion.

Amount \$ _____

5.1 Fee (office use only) do not fill in

The fee payable by the User will be as set out in the schedule of fees and include:

Usage Fee (GST included)	\$ _____
Refundable Security Deposit (GST free)	\$ 100.00 _____
Total:	\$ _____

5.2 Period of Agreement

The parties agree that the Initial Term of the Agreement shall be for a period of _____ months commencing upon the commencement date (**to be no longer than 12 months**).



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5.3 Option to Renew

This agreement can be renewed on expiration subject to both parties agreeing to terms and conditions and the signing of a fresh agreement.

5.4 Termination

Either party may give written notice of the termination of this agreement, by the giving of 1 (one) month's written notice. In the event of non-payment the agreement may be terminated without notice.

5.5 Payment of Fee

All fees for casual or one-off bookings shall be paid 24 hours in advance. Regular users will be invoiced monthly.

5.6 Payment of Deposit

The key, cleaning, damage and repair deposit shall be paid, in full, by the User at least 7 days prior to the booking date. An invoice will be sent to the email address supplied.

5.7 Refund of Deposit

The deposit money, less any deduction(s), will be refunded within 21 days of the expiry/termination of the agreement by direct electronic funds transfer. **The deposit will not be refunded until the key & security code have been returned, all invoices paid, all equipment removed, rooms left clean & tidy, and any damages repaired.**

5.8 Cancellations

All cancellations of bookings, whether casual or regular must be given in advance of the booking date or the full amount will be charged.

Cancellations for **casual bookings** must be received 48 hours prior to booking for a full refund. Where the notice is less than 48 hours a cancellation fee may be charged.

Cancellations of **regular bookings (per session)** already paid will not be refunded or credit given.

Permanent cancellations of regular bookings will not be charged after the final session provided notice of cancellation is given in advance. Any amount over this will be refunded. (Vide. Clause 2 (e) of Terms of Agreement).

5.9 Recovery of additional costs

In the event cleaning, property and/or materials loss and/or repairs exceed the amount of the Security Deposit paid, the user agrees to pay such additional amount within 21 days of the Church's invoice for same. (Vide. Clause 2 (e) of Terms of Agreement).

5.10 Resolution of Dispute

If a dispute arises regarding any matter under this User Agreement, the parties' representatives will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation.

5.11 Operation of Agreement

The terms in this User 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.

6 EXECUTION CLAUSES

- The user acknowledges that they have received and read the attached **Terms of Agreement and Annexure A**.
- The user confirms they are over the age of 18 years and will provide a copy of photo identification if requested.
- The parties have executed this User Agreement.

Signature _____

Name _____

For & on behalf of The User

Signature _____

Name _____

For & on behalf of The Congregation

Dated this day of 20



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7.1 INCLUSIONS WITH EACH ROOM:

The hire of each room automatically includes the use of the following:

Church (includes use of the foyer):

Seats 224

NB: The hire of the church **does not** include the vestry or areas behind the organ.

- Pews (not to be moved)
- Chairs/tables
- Lecterns
- Sound system: 2 x microphones (at lecterns), sound desk
- Projector/projector screen/laptop
- Air conditioning
- Piano (with mic if needed)
- Toys: must be packed away after

Memorial Hall: (includes front section of stage only)

Seats 189 (theatre) or 100 (dinner)

- Chairs/tables
- Piano
- Fans/air conditioning
- 1 mic & sound desk if required

Kitchen - Upper:

- Oven/stove/grill
- Dishwasher
- Fridge
- Microwave
- Cutlery/Crockery/glassware
- Jugs/urns
- Trolley

Kitchen – Lower:

- Oven/stove/grill
- Dishwasher
- Fridge
- Microwave
- Crockery/glassware (note there is no cutlery in the downstairs kitchen)
- Jugs/urns
- Trolley

Dungeon:

Seats 89

- Chairs/tables
- Sound system: 1 x microphone (stand), sound desk
- Piano
- Fans/air conditioning

Barnes Room:

Seats 50

- Chairs/tables
- Kitchenette/fridge
- Jug
- Fans/air conditioning

Bright Ideas Room:

Maximum 30

- Chairs/tables
- Kitchenette
- Jug/urn
- Fridge
- Toys: must be packed away after
- Fans/air conditioning
- Cutlery/crockery

NOTES RE SOUND EQUIPMENT:

Sound equipment is not to be moved at any time (excluding microphones)

Sound set up does not include fold backs

PIANOS

Special tuning of the church pianos is at the cost of the hirer and is arranged through the office. Pianos are not to be tuned or adjusted by visiting tuners without the express permission of Adamstown Uniting Church.



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7.2 Extra Equipment:

Any extra equipment required needs to be negotiated between the Church & User. Extra fees may apply.

List any equipment e.g. extra sound equipment needed outside of the above specifications below:

Set up of extra sound equipment will incur a fee of \$50 per session.

Extra lighting options can be organised at a fee of \$50 per session. Please detail above.

7.3 What is not included in this agreement:

This agreement does not include the following:

- Supply of coffee, tea, sugar, milk etc., unless this is provided in arrangement with our caterers. Users shall remove all excess food & drinks at the end of their booking.
- Use of any equipment not specified in section 5.1, unless arrangements have been made in accordance with section 5.2.
- Storage on site of any possessions of the User unless prior arrangements have been made.
- Use of the organ unless permission has been sought prior to the booking.
- Tuning of pianos & organ. If a User wishes a piano/organ to be tuned prior to their booking they need to advise the church and will be required to pay the full cost of the tuning. The tuner will be chosen by the church.
- Moving of pews in the church. Pews are not to be moved at any time.



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Complex User Fees			
Deposit	Security Deposit	\$100	refundable after event If any cleaning or damage to property and/or loss of key occurs total amount refunded will be minus these costs
WEEKDAYS			
Room	Day (9am - 5pm)	Night (5pm - 11pm)	Notes
Church	\$27 per hour	\$32 per hour	Kitchen facilities available at extra cost
Dungeon	\$27 per hour	\$32 per hour	Kitchen facilities available at extra cost
Memorial Hall	\$27 per hour	\$32 per hour	Kitchen facilities available at extra cost
Barnes Room	\$22 per hour	\$27 per hour	Kitchenette for use in room
Bright Ideas Room	\$22 per hour	\$22 per hour	Kitchenette for use in room
WEEKENDS (Friday 5pm till Sunday 11pm)			
Please note Church and Dungeon unavailable during church services			
Room	Day (9am - 5pm)	Night (5pm - 11pm)	Notes
Church	\$42 per hour	\$42 per hour	Kitchen facilities available at extra cost
Dungeon	\$32 per hour	\$37 per hour	Kitchen facilities available at extra cost
Memorial Hall	\$32 per hour	\$37 per hour	Kitchen facilities available at extra cost
Barnes Room	\$27 per hour	\$32 per hour	Kitchenette for use in room
Bright Ideas Room	\$27 per hour	\$27 per hour	Kitchenette for use in room
Kitchens			
Room	Day (9am - 5pm)	Night (5pm - 11pm)	Notes
Upper level commercial grade	\$108 for 4 hour block, then \$27 per hour after	\$108 for 4 hour block, then \$27 per hour after	Kitchen available for hire with Church/Memorial at flat rate \$50 for 4hr intervals. However if time exceeds 4hrs rate is charged by the hour after the initial 4hr limit.
Lower level commercial grade	\$88 for 4 hour block, then \$22 per hour after	\$88 for 4 hour block, then \$22 per hour after	Kitchen available for hire with Dungeon/Barnes Room at flat rate of \$50 for 4hr intervals. However if time exceeds 4hrs rate is charged by the hour after the initial 4hr limit.
Sound Equipment Church, Dungeon and Memorial Hall			
Sound set up		\$50	Set fee for set up of sound equipment if set up is required

* Prices as of 1/1/18



Adamstown Uniting Church 2017 User Agreement

Terms of Agreement

The parties agree that for payment of the fee, the User and all persons acting on behalf of the user shall have the non-exclusive right to use the facility for the period or periods and for the users purposes except on excluded days, on the conditions of use as set out below.

1. The following expressions will have the following meanings:

The Church means The Church Council or Board of the Uniting Church Congregation or organisation having the control of the facility and includes its ministers, staff and employees, and The Uniting Church in Australia Property Trust (NSW).

The User means the person, group or organisation using the facility for any purpose, and the representatives and office bearers and staff of the user.

The facility means that part of the Church's property or structures used or occupied by the User, and includes any specified furniture, fittings and equipment therein owned or supplied by the Church.

2. The User shall, at all times the facility is occupied or used or being set up under this Agreement, be responsible to:
 - a) Keep the facility in a clean and tidy condition, and immediately clean any spillage or waste matter;
 - b) Provide adequate and responsible supervision to ensure the safety of the facility and those persons involved with the User in its use of the facility;
 - c) Take reasonable steps to prevent or cease any noise or action which will interfere with the Church's activities or neighbours;
 - d) Take reasonable steps to prevent or cease any action which is contrary to the Church's mission, reputation or activities in the community;
 - e) Take reasonable steps to prevent or cease any action which would cause damage or allow damage to the facility. Should any damage occur for any reason during the User's occupancy or use under this Agreement, the User shall pay the Church the costs of such damage or loss to the facilities which arise as a result of the occupancy or use of the facility under the terms of this Agreement;
 - f) Leave the facility securely closed and locked with all lights, heaters, air conditioners and other appliances turned off or in the manner prescribed by the Church representative;
 - g) Comply with the reasonable directions of the Church's representatives as to the use and rearrangement of furniture if any is used or moved by the User;
 - h) Comply with any safety rules or evacuation plans in existence and which are annexed to this Agreement (**Annexure A**).
 - i) If any hazards are observed:
 - i. With equipment, cease usage immediately, or
 - ii. With the booked area, isolate the section concerned and **notify your group of the potential danger which must be avoided**
 - iii. Report to the office within 24 hours
3. The User shall hold a Public Liability Policy of at least \$10,000,000. This Policy shall note the interest of The Uniting Church in Australia.
For community groups and family/individual hire (non-business), the Uniting Church may be able to arrange for appropriate insurance cover at an additional fee. Please ask staff for more information.



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4. The User will indemnify the Church, its officers and members for and against all damages, costs, claims and demands which are or may be made against the Church by the User or any persons, using the facility in connection with the User's purpose, for any loss, injury or damage to persons or property sustained and arising out of the negligence of the User whilst in or on, entering or leaving the facility.
5. Property owned by the User and its invitees and brought into the facility is at the User's sole risk and is not covered by any Church insurance. 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 facility.
6. The Church shall not be liable to the User for any loss or damage which the User may incur due to the facility not being available to the User for any reason beyond the control of the Church.
7.
 - a) The User will not permit the smoking of any substance, or the consumption of drugs within buildings or on church grounds.
 - b) The User shall not serve, offer for sale or permit the consumption of alcohol without the prior approval of the church and the attendance at the event of a person holding an RSA certificate.*

***NOTE:** *The Office of Liquor, Gaming and Racing has advised "The last of the old paper certificates issued between 1 January 2010 and 21 August 2011 will expire on 30 June 2016. Certificates issued before 1 January 2010 have already expired."*

8. The right to use the facility shall not give the right or entitlements to the User to use any other part of any building, structure or improvement built in or near the facility or in which the facility is located, other than for the purposes of ingress and egress.
9. The right of the User to utilise the facility will not grant the User permission to use all equipment in the facility unless specified in this Agreement and then only in accordance with the terms, requirements and restrictions specified by the Church.

Unless specifically authorised in **Section 5** of the Agreement, the User is not entitled to utilise any furniture or fittings in the facility owned by the Church.

10. The User shall not be entitled to store any goods, merchandise, equipment or other items in the facility except on such terms and conditions as are agreed by the Church (as varied from time to time) and as are specified in this Agreement.
11. The User warrants and undertakes to the Church that no use of the facility will be for retail purposes and that the User will not do anything which will have the provisions of the *Retail Leases Act* apply to this Agreement.
12. 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 Agreement are personal to the User only.
13. The User acknowledges that it has satisfied itself as the state and condition of the facility and the items used in the construction of the facility, and the User covenants with the Church so it will not require the Church to carry out any works with respect to the facility to make it fit for the intended use by the User.
14. If the Church receives any notice from any government or authority to carry out substantial works to the facility or any building in which the facility is located, whether by virtue of the use of the facility by the User or otherwise, then the Church shall be entitled to forthwith give notification to the User to terminate this Agreement and the User will have no claim against the Church by virtue of any termination pursuant to this clause.
15. The User agrees that this Agreement does not give rise to a leasehold interest in the facility, only a right of non-exclusive use in accordance with the terms of this Agreement.
16. Users agree to exercise due care and caution in all activities, in line with the requirements of Workplace Health and Safety legislation.



Annexure "A"

ADAMSTOWN UNITING CHURCH

Emergency Evacuation Instructions

These instructions apply to any incident which presents a risk of harm or injury to persons in the building. These incidents can include:

- Fire and/or the sounding of the fire alarm
- Bomb threat
- Explosion
- Gas leak
- Earthquake

WARDENS

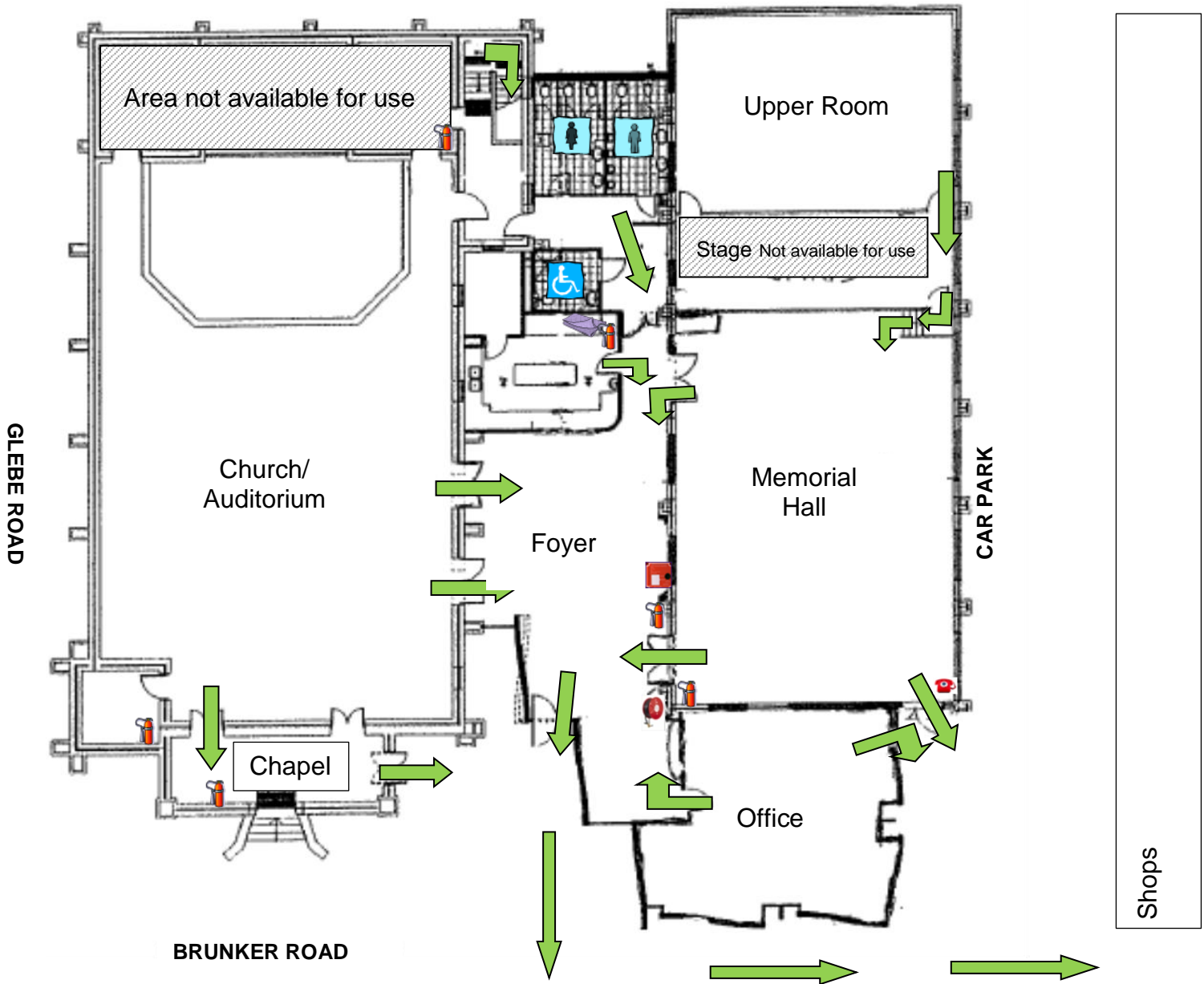
During office hours, a staff member of the Church will be the Fire Warden.

Out of office hours, the person-in-charge of the group or activity will act as the Fire Warden.

Evacuation Instructions:

In the event of an emergency:

- During office hours, immediately alert a member of staff (the Fire Warden)
- Listen to instructions from the Fire Warden or person in charge
- Quickly and calmly evacuate the building via the marked exits and paved pathways
- Only take personal possessions if they are at hand – do not go looking for them.
EXCEPT if it is a bomb threat, in which case all personal possessions should be taken if time allows
- Meet at the assembly point – in front of shops opposite driveway
- Contact Emergency Services '000' when safe to do so
- Report any missing persons to the Fire Warden/person in charge and/or Emergency Services
- Do not re-enter the building until Emergency Services allow

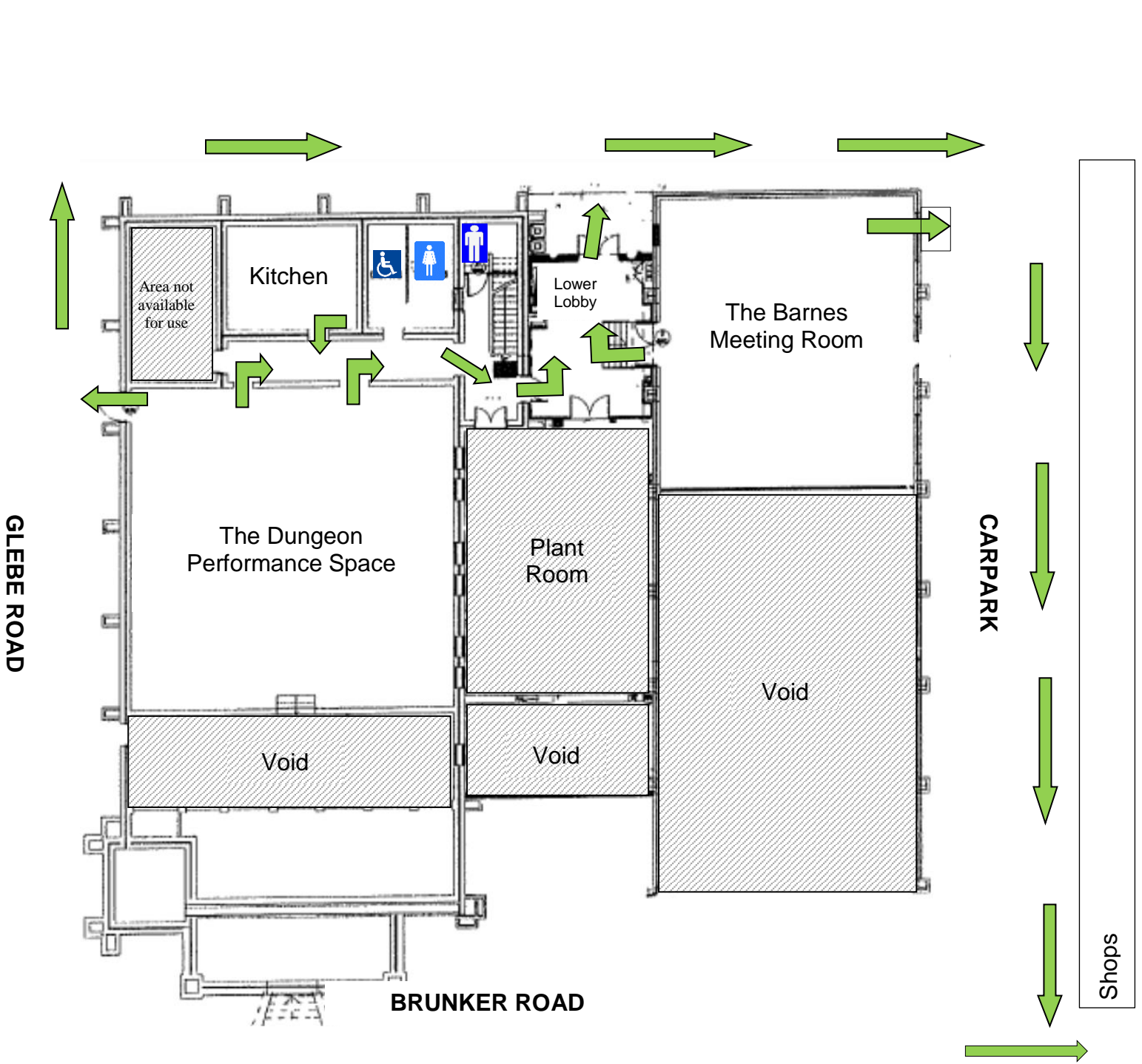


Adamstown Uniting Church
Upper Ground Floor
Emergency Evacuation

Key:





-  Fire Extinguisher
-  Fire Hose Reel
-  Fire Phone
-  Fire Alarm
-  Fire Blanket

**Evacuation Assembly Point
(in front of the shops opposite driveway)**



Adamstown Uniting Church
 Lower Ground Floor
 Emergency Evacuation Plan

Key:

-  Fire Extinguisher
-  Fire Hose Reel
-  Fire Phone
-  Fire Blanket

**Evacuation
 Assembly Point
 (in front of the
 shops opposite
 driveway)**