



Gungahlin Uniting Church and Community Centre Building User Agreement

Applicant Details

Contact Person:

Business Name/Group:

ABN (if applicable):

Address:

Phone: Mobile:

Email:

Email Address for Invoice:

Hiring Details

Date hiring to commence:

Period of hire (4th Monday of the month, school terms, etc):

Area and facilities being hired:

Refundable deposit for key, if applicable: \$

Alarm code given, if applicable:

Purpose of hire:

Hiring fee for areas and equipment (including GST):

Set up fees, if applicable (including GST):

Total hiring cost (including GST): \$

Public Liability Insurance

Public Liability Insurance Provider:

Expiry Date:

Public Liability Cover: \$

Booking Agreement

The parties agree that the User and all persons acting on behalf of the User shall have use of the facility for the period(s) proposed and described above whilst complying with the 'Conditions of Use'.

Signed and accepts by/on behalf of the User

Signed for on behalf of Gungahlin Uniting Church

User's Representative
Name: _____
Position: _____
Date: _____

Gungahlin Uniting Church Representative
Name: _____
Position: _____
Date: _____

Gungahlin Uniting Church and Community Centre Conditions of Use

1. **“The Church”** means the Church Council of Gungahlin Uniting Church congregation and includes its minister, staff and employees, and the Uniting Church in Australia Property Trust (Australian Capital Territory).
2. **“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.
3. **“The Facility”** means that part of the Church’s property or premises or facilities used or occupied by the User, and includes furniture, fittings and equipment therein owned or supplied by the Church.
4. The signatory to this agreement on behalf of the User warrants their authority to enter into this agreement on behalf of the User.
5. At all times during which the Facility is occupied or used under this agreement, the User shall be responsible to:
 - a. Keep the premises 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. Avoid any noise or action which will interfere with the Church’s neighbours or other companion users.
 - d. Avoid any action which would cause damage or allow damage to the premises or its contents. 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 Facility or its contents which arise as a result of the occupancy of the premises under the terms of this agreement.
 - e. Leave the premises securely closed and locked with all lights, heaters and other appliances turned off or in the manner prescribed by the Church representative and guidelines.
 - f. Comply with the reasonable directions of the Church’s representative as to the use and re-arrangement of furniture if any is used or moved by the User.
6. The User should have a Public Liability Policy of at least \$5,000,000. This policy should hold indemnified the Church, its office bearers and members for any damage, injury or accident on the premises during or connected with the User’s occupancy or use.
7. 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 premises in connection with the User’s purpose, for any loss, injury or damage to persons or property sustained whilst in or upon the premises/property.
8. Property owned by the User and its invitees and brought into the Facility is the User’s sole responsibility 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.
9. The Church shall not be liable to the User for any loss or damage which the User may incur due to the premises not being available to the User for any reason beyond the control of the Church.
10. The User will not permit smoking of tobacco or any other substance, or use of any other dangerous noxious or inflammable substance, within the Church property.
11. The User’s use of the Facility may be terminated by the Church at any time for breach of this agreement by the user, or at the Church’s own discretion, by written notice to the User which may be effective immediately. The User may terminate this agreement at any time by written notice to the Church Council.
12. If any activity of the User in the Facility under this agreement involves children, the User undertakes and warrants that no person who is prohibited under the Child Protection (Prohibited Persons) Act will participate in such use or activity and that the User will cause its staff and invitees to observe the provisions for the Children and Young Persons (Care and Protection) Act.
13. The User agrees that for all groups that involve working with children under the age of 18 years there will be a minimum of two adult leaders on-site who hold a *Working With Vulnerable People* licence.
14. It is expected that Users would discuss their needs with the staff of Gungahlin Uniting Church and then prepare the rooms as well as return the rooms to original configuration at the end of the hiring period. However, if set up support is required it will be necessary to provide clear details of the requirements on the form provided and then discuss those requirements with staff.

15. The fee for continuing or future use of the Facility will be reviewed periodically in relation to the expenses of the Church and may be altered on fourteen (14) days written notice from the Church to the User.
16. All payments should be made via electronic funds transfer or direct deposit in to the following bank account, quoting the invoice number as a reference:
Bank: Westpac
Account Name: Gungahlin Uniting Church
BSB: 032-778
Account: 182411
17. All payments must be made in full within thirty (30) days from the invoice date.