BERRY UNITING CHURCH
USER AGREEMENT - for regular or semi-regular use

71-77 Albert Street
Berry NSW 2535
(PO Box 103)
phone: 0467 422 046
email: bookings@berryuniting.org

1. USER DETAILS

Name					
Organisation					
Address					
Suburb		**State**		**Post Code**	
Email					
Phone					

2. INSURANCE

		Yes	No
	I have a current Public Liability Insurance certificate (copy attached)		

3. FUNCTION DETAILS

AREAS REQUIRED FOR USE (PLEASE CIRCLE):

Church	Main Hall	Wesley Hall	Friendship Room (Meeting Room)	Meals Room

4. DATES REQUESTED

		Interval (e.g. weekly)	First Day	Last Day
			Start Time	Finish Time

5	**Please provide the name of a contact who will be able to communicate with a Church Representative:**			
	Name		**Contact Number**	
6	**Estimated Number of people attending?**			

7	Type of function:			
	Birthday (age)	Meeting	Fundraiser	Wedding
	Dinner	Market	Other:	

HALL REQUIREMENTS AND USAGE

		Yes	No
8	How many tables do you require? **(15 available)**		
9	How many chairs do you require? **(100 available)**		
10	Do you require a lectern?		
11	Do you require the PA system and a microphone?		
12	Do you require the TV screen?		

USAGE FEES

Facility	No of hours/days	Fee per hour/day	Amount
Church		$36 p/h Full Day $288	$
Main Hall		$36 p/h Full Day $288	$
Wesley Hall		$25 p/h Full Day $200	$
Friendship Room		$25 p/h Full Day $200	$
Meal Room		$25 p/h Full Day $200	$
Total			$

N.B.: A $50-00 bond is required and will be refundable unless the room or space is not left clean and tidy. Please note the "Terms & Conditions of Usage."

Please return completed form to:
Booking Officer, Berry Uniting Church, PO Box 103, Berry NSW 2535 or email to: bookings@berryuniting.org

Terms & Conditions of Usage (forms part of the Agreement)

NOTE: The property is owned by The Uniting Church in Australia Property Trust (NSW) ARBN 134 487 095 (UCA). Berry Congregation acts on behalf of the Owner (UCA).

1. **Reputation**. The User shall avoid any action which is contrary to the Church's mission, reputation or activities in the community;
2. **Advertising** The User shall provide a copy of any event advertising material to the Booking Officer prior to publication;
3. **Payments** may be made by direct deposit to: Berry Uniting Church, BSB: 634 634 A/c No. 100012634. Please provide an Identifier with the payment: e.g. "Church/Hall John Smith" and email bookings@berryuniting.org when payment is made.
4. **Key** The User is to collect and return the key in accordance with arrangements made with the Booking Officer. The key is not to be loaned or given to any other party unless by permission of the Booking Officer. **There is a charge of $20.00 for a lost key.**
5. **Emergencies**. If an incident occurs, the User must contact the Booking Officer named in this Agreement. If the incident required immediate assistance from police, ambulance or fire and rescue, then the User (or any Attendee) must first call 000 and request the service/s required. Any use of first aid equipment must be recorded and reported to the Booking Officer. For any non-urgent incidents relating to property maintenance please email details to the Booking Officer named in this Agreement.
6. **Insurance**. the User must hold and maintain Public liability insurance during the Term:
   (I) in respect of the Use Area and Permitted Use;
   (II) for at least A$20,000,000.00;
   (III) noting the interest of The Uniting Church in Australia Property Trust (NSW);
   (IV) waiving any claim by the insurer against UCA and
   (V) not making any exclusions, endorsements or alterations to the policies, or allowing them to be made, without the prior written consent of UCA.
7. The **times** booked must include set up time, and last person out. Any use of the facility outside the engaged times will be charged for at the appropriate rate. The additional charges must be paid within 7 days of the issue of Church's invoice.
8. The User may **cancel** a booking. Where the booking is cancelled less than 7 days prior to the hire date(s), Church Council will retain the right to charge for the booking.
9. A User using the **kitchen** must comply with all legal requirements.
10. The User will not permit **smoking** or **vaping** of any substance, or the consumption of **drugs** within church buildings or on church grounds;
11. The User shall 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;
12. The User will avoid any **noise** or action which will interfere with the Church's activities or neighbours;
13. The User will 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;
14. 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;
15. 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;
16. The User shall comply with any safety rules or **evacuation plans** in existence;
17. **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.
18. 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.
19. 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;
20. 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;
21. **Fire Risks** The User must ensure the following:
    a. No Fire Exits can be obstructed at any time.
    b. No smoke machines or open flame is allowed.
    c. No Helium Balloons are permitted in the facility.

22. Child Safety Requirements

If the User provides services, programs, or activities involving children or young people, the User must:

(a) ensure that all staff, contractors, and volunteers involved in delivering such programs hold a valid Working With Children Check (WWCC) as required by NSW law;

(b) maintain an appropriate child safety policy or code of conduct;

(c) have in place a clear process for responding to child safety concerns or incidents, including mandatory reporting procedures

(d) agree to review and confirm compliance with these requirements on an annual basis or upon request by the Church Council;

(e) demonstrate a commitment to ongoing improvement as a child safe organisation, including taking steps to strengthen their culture, practices, and awareness over time; and

(f) promptly notify the Church Council of any child safety-related incidents, complaints, or investigations that occur during their use of the premises.

This clause applies to all Users whose activities involve, or may reasonably involve, the participation or presence of children or young people.

The Church Council does not take responsibility for ensuring compliance with these obligations, but reserves the right to request evidence that appropriate child safety practices are in place.

Failure to provide satisfactory evidence of compliance or commitment to child safety will result in the User not being approved or reapproved for use of the premises. The Church Council also reserves the right to suspend or terminate the agreement if serious concerns arise.

23.Termination

23.1 UCA may terminate this Agreement at any time with immediate or later effect by giving oral or written notice if:

(a) the User ceases to be able to pay their debts as they become due, ceases to carry on business, any step is taken to appoint a receiver, liquidator, administrator or other like person of the whole or any part of the User's assets or business, or any other action or event occurs which, in the reasonable opinion of the Booking Officer brings into question the solvency of the User;

(b) the User, or any Attendee of the User, is in breach of any of the terms of this Agreement;

(c) the User, or any Attendee of the User, engages in any dishonesty, serious misconduct or serious neglect of duty;

(d) the User, or any Attendee of the User, refuses to comply with any reasonable instructions or directions given by the Booking Officer;

(e) the conduct of the User, or the conduct of any of any Attendee of the User, may in the reasonable opinion of the Booking Officer bring UCA into disrepute; or

(f) UCA receives any notice from any government or authority to carry out substantial works to the Use Area or Property for any reason.

23.2 Either party may terminate this Agreement on 28 days' written notice for any reason.

23.3 Where a party breaches any material term of this Agreement not capable of remedy, or where a party breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 30 days after receiving notice requiring it to do so, the other party may terminate this Agreement with immediate or later effect by giving written notice to the other party.

23.4 Where UCA terminates this Agreement in accordance with this clause, the User agrees and acknowledges that UCA will not be liable to the User for any compensation whatsoever and that the User will not make any claim against UCA for termination provided that UCA has provided the required notice.

23.5 this clause survive will termination or expiry of this Agreement.

23.6 Where the User terminates this Agreement in accordance with this clause, UCA may, in its absolute discretion, release the User from the terms and conditions of this Agreement.

IMPORTANT -After Your Function

24 The User will:

- sweep floors (and mop if needed,) wipe all tables and leave the rooms and toilets in a clean and tidy condition. **If this is not done, a cleaning fee of $50.00 will be charged;**
- if kitchen is used, wash and put away all crockery, wipe all benches and sweep or mop the floor if needed. **If this is not done, a cleaning fee of $50.00 will be charged;**
- stack chairs in stacks of five in the Main Hall;
- place chairs around the walls in Wesley Hall (please do not stack the chairs);
- place all rubbish and waste matter, in plastic bags tied at the neck, within the garbage bins provided; (large amounts of rubbish shall be removed by the User);
- turn off lights and air conditioners and
- lock all doors, including toilet doors.

Execution Clause

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 and for the User's purposes, on the conditions of use as set out above.

The parties have executed this User Agreement.

Signature _____	Signature _____
Name _____	Name _____
For & on behalf of the Berry Congregation	*For & on behalf of the User*

Dated: _____