

**Presbyterian Church of Queensland – Hire Agreement**

*This Hire Agreement sets out the terms on which Church property is hired, for short-term use, to third party Users of that property.*

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Property: \_\_\_\_\_  
\_\_\_\_\_  
(description of Property)

Located at: \_\_\_\_\_  
(address of Property)

Supervised by: \_\_\_\_\_  
(name of local congregation or charge),  
An activity of the Presbyterian Church of Queensland (the "Church")

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User: \_\_\_\_\_  
\_\_\_\_\_  
(name of User)

of: \_\_\_\_\_  
(usual street address of User)  
(the "User").

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Period of Hire: From \_\_\_\_\_ (time) \_\_\_\_\_ (date) Until \_\_\_\_\_ (time) \_\_\_\_\_ (date)  
Fee for Hire: Deposit \_\_\_\_\_ (amount already paid) Total \_\_\_\_\_ (total amount due including Deposit)

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Purpose of Hire: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(provide detailed description – list all planned activities)

Details of User's Public Liability Insurance Policy: \_\_\_\_\_  
(name of insurer)  
\_\_\_\_\_ (policy no) \_\_\_\_\_ (amount of insurance)

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**Condition of Property at time of hire**

*(draw simple sketch of property here with any existing damage marked)*

**Conditions of Use**

1. The Church agrees to hire the Property to the User for the Period of Hire, in accordance with these Conditions of Use ("Conditions"). The User agrees to use the Property in accordance with these Conditions.
2. These Conditions, when read in conjunction with the front page of the Hire Agreement (the "Schedule"), set out all of the terms which govern the use of the Property by the User. Specifically, any conditions in correspondence, in the User's documents, or elsewhere

are not a variation of the Conditions, nor a counter-offer, and are to be ignored in determining the parties' respective rights (unless there is express written acceptance by the Church of a variation to the Conditions).

- 3. The Church, in agreeing to hire the Property to the User, grants the User a non-exclusive licence to occupy the premises, but only during the Period of Hire (the "Licence"). The Church makes no warranty that the Property is suitable for use for the Purpose of Use.
- 4. The User must:
  - a. pay the entire Fee for Hire upon demand;
  - b. produce evidence of insurance as detailed in the Schedule;
  - c. ensure that all of the information stated by the User in the Schedule is entirely true and accurate; and
  - d. use the property only for the purpose described under "Purpose of Hire".

If the User fails to do any of those things listed above, or if the Church considers, on a reasonable basis, that there is a risk of damage (of any kind) to the property, to some person, or to the Church, as a result of the use of the Property by the User, then the Church may revoke the Licence immediately, without prior notice to the User.
- 5. If the Church revokes the Licence, then:
  - a. the User will have no claim of any kind against the Church, its officers, agents or employees arising from such a revocation; and
  - b. the Church may retain the Deposit, plus a reasonable part of the balance of the Fee for Hire to compensate the Church for any cost relating to the hire or proposed hire, including loss of opportunity.
- 6. In using the Property, the User must:
  - a. adopt reasonable procedures to prevent any damage to the Property, as well as the grounds of the Property and any other property of the Church (together called the "Assets");
  - b. repair completely, at its own expense, any damage which is caused to the Assets;
  - c. thoroughly clean the Property before vacating the Property;
  - d. vacate the Property on time, before the end of the Period of Hire;
  - e. in the process of vacating, ensure that (subject to any specific instructions which may be provided by the Church):
    - i. all access points to the Property are securely locked;
    - ii. all lights and electrical appliances used by the User are turned off or otherwise in the condition which they were at the commencement of hire; and
    - iii. all keys are returned promptly to the nominated representative of the Church, within one hour of the end of the Period of Hire.
  - e. notify the Church promptly, and in full detail, of any accident, injury, or similar incident ("Incident") of potential or actual damage (of any kind) to the property, to some person, or to the Church, arising as a direct or indirect result of the use of the Property by the User; and
  - f. co-operate with the Church, its agents and representatives, in investigating any such Incident.
- 7. The User must not:
  - a. Do anything which would allow the Church to revoke the Licence as contemplated by Clause 4;
  - b. Do anything which contravenes Clause 6; or
  - c. Do anything (or fail to do something) which would cause a breach of the terms of the User's or the Church's insurance policy, or otherwise prejudice such a policy.
- 8. The User indemnifies the Church against any and all direct and indirect loss or damage, including consequential loss or damage, which the Church may suffer as a result of either:
  - a. any failure by the User to comply with Clause 7 or any other part of these Conditions;
  - b. any claims of any nature in relation to the Property, Assets or any other cause associated directly or indirectly with the use of the Property by the User.

If there is more than one person named as User, their obligations and liability under this Hire Agreement are joint and several.
- 9. The user acknowledges:
  - a. that the Church will not provide alcohol beverages;
  - b. that the Church will only allow responsible consumption of alcohol on the premises;
  - c. that the Church will not be responsible for injuries caused in part or in whole due to the consumption of alcohol.

**User to sign:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_

**Representative of Church to sign:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name of Signatory: \_\_\_\_\_