



Policy and Procedure for Hire / Use of Church Premises

Version 2 Adopted: 27 February 2022, Amended 26 November 2023

Purpose

The *Policy and Procedure for Hire / Use of Church Premises* sets out the policies and procedures for the hire or use of our church premises in accordance with further guidelines, as declared in our Constitution and to be set out by the Deacons and Lead Pastor. Further referred mostly to as 'Use' of Church Premises.

Scope

- 1.1 Applies to Procedures for Booking
- 2.1 Applies to Liability of User
- 3.1 Applies to Restrictions of Use and Adherence to Laws
- 4.1 Applies to General Use Conditions
- 5.1 Applies to Use of Equipment, Audio Visual

1. Bookings

- 1.1 Acceptance of Applications
- 1.2 No permanent Use
- 1.3 Booking Form
- 1.4 Accounts and Payments
- 1.5 Cancellation of Bookings
- 1.6 Specified use
- 1.7 Transfer or Assignment of Use
- 1.8 Termination of Use

2. Liability of User

- 2.1 Insurance
- 2.2 Damage to Persons/Building/Equipment

3. Restrictions of Use and Adherence to Laws

- 3.1 The User
- 3.2 Observance of Laws
- 3.3 Alcohol
- 3.4 Smoking, Illicit Substances and Gambling
- 3.5 Advertisements
- 3.6 Noise
- 3.7 Fire & Health Regulations
- 3.8 Working with Children

4. General Hiring Conditions

- 4.1 Definition of User
- 4.2 Facility Access
- 4.3 Housekeeping Rules
- 4.4 Behaviour
- 4.5 Auditorium
- 4.6 Use of Kitchen Facilities
- 4.7 Equipment
- 4.8 Non-exclusive use of premises

5. Equipment / Audio Visual

6. Appendix

7. Agreement to Terms and Conditions

1. Bookings

1.1 Acceptance of Applications

It is mandatory that all Users and associated activities are consistent with the Baptist faith, ethos and values and comply with the policies and procedures of the Ettalong Baptist Church (EBC). If there is any breach of this overriding condition, the use will be terminated without notice. Acceptance of applications for use of EBC facilities is entirely at the discretion of the Diaconate.

1.2 No Permanent Use

Casual or regular use of facilities does not provide any lasting rights of possession or other tenure over the facility to the User. No bookings are permanent. This means that all bookings must have a final date for the use. All regular use will be for a maximum period of 12 months and will be subject to review each January, prior to any renewal, regardless of when the preceding application was made.

1.3 Booking Form

All bookings must be made on the EBC Facilities Hire / Use Application Form, available online or from the EBC Administration Deacon.

1.4 Accounts and Payments

A fee structure was adopted at the NOV 2023 Quarterly Meeting for the use of the Ettalong Baptist Church facilities. See Addendum.

1.5 Cancellation of Bookings

If the User is unable to proceed with the booking, the following condition apply:

- All cancellations must be made in writing to the Administration Deacon, 24 hours prior to the booking date

1.6 Specified Use

The User must only use the facilities for the use and purpose specified on the EBC Facilities Hire / Use Application Form and between the specified times only. Any use beyond those times will require the permission of EBC.

1.7 Transfer or Assignment of use

No hiring shall be assigned to another person or organisation or be transferred to another date or time without the written consent of EBC. Nothing contained within these conditions shall confer on a User the right to exclusive possession or right to sub-let the facility in any manner.

1.8 Termination of Use

Should EBC wish to terminate regular use of facilities for a reason other than breach of these 'Conditions of Use', one months' notice will be given to the User.

2. Liability of User

2.1 Insurance

1. Where a User is a person hiring the facilities for Private Functions, Anniversaries, Birthdays, Weddings and similar private events, cover for Legal Liability to pay compensation in respect of Personal Injury and Property Damage that occurs in connection with the using of facilities or various other property belonging to or owned or leased by EBC may be provided under the EBC insurance policy. It is the User's responsibility to obtain prior written approval and confirmation from EBC of any such EBC public liability cover and the extent of that cover.
2. If a third-party Hirer / User wishes to hire / use any part of the EBC facilities other than for a private family function, e.g., business, dance group, soccer club, school, etc, they are required to provide a copy of their Public Liability Insurance certificate of currency to Ettalong Baptist Church at least 14 days prior to hire / use. Their Public Liability Insurance Policy must be current and indemnify them to a minimum of \$20,000,000 for any single or regular use, event or meeting and for all activities associated with the hire /use. Failure to comply will result in immediate cancellation of the booking and the User will incur the full venue hire cost as the cancellation fee.
3. Users are responsible for workers' compensation or similar insurance over their employees or voluntary workers and for all insurance coverage on goods and services they cause to be brought into the complex. No responsibility will be borne by Ettalong Baptist Church for any goods and services owned or organised by any User.

2.2 Damage to Premises/Building/Equipment

1. No floors, walls, ceilings or any parts of the building may be broken or pierced by nails screws or other means, except by approval of EBC Diaconate. Nothing may be taped, glued or affixed to walls, ceilings, floors or any part of the building.
2. No scenery fittings, decorations, posters, advertisements, flags, logos, shields or emblems shall be erected or fixed, hung or displayed in or around the building without prior consent from the EBC Diaconate.
3. Any damage to the premises caused by negligence or failure to comply with the 'Conditions of Use' including incorrect fastening of decorations will be the responsibility of the User for which a charge will be payable.
4. Any damage caused by the User to any site equipment, furniture or furnishings including spills and stains to or on floor coverings or walls will be charged to the User following the event. The User will be informed of the damage in writing and invoiced accordingly for rectification or replacement in full.

3. Restrictions and Adherence to Laws

3.1 The User

The User must be over 21 years of age.

3.2 Observance of Laws

The User shall comply with all Acts and Statutory Rules, Provisions and Regulation and Bylaws of the Commonwealth of Australia, the State of NSW and the Central Coast Council and shall be liable for any breach of such.

3.3 Consumption of Alcohol

Consumption or sale of alcohol is not permitted anywhere on the premises.

3.4 Smoking, Illicit Substances and Gambling

EBC is a no smoking venue - Smoking of any description is prohibited anywhere on the premises, inside and outside the facilities. Consumption of illicit substances is prohibited anywhere on the premises. Gambling activities are not permitted on the premises.

3.5 Advertisements

1. No advertising may be made in relation to the hiring/use of the facilities without approval from EBC Diaconate and the advertisement is not to imply that EBC is associated with the event other than providing the facility.
2. Without express permission, no advertisement, poster, handbill or other form of announcement or statement may be placed on, attached to or written on any structure or natural feature of EBC such as doors, windows, walls, footpaths or roads, posts, or other fixtures or fittings, or posted in the newsletter or on our webpage.

3.6 Noise

1. The User shall not permit the level of noise from any activity to exceed the level recommended by the NSW Environment Protection Authority (EPA) – Noise and the National Health and Medical Research Council of Australia. The User must respect the reasonable needs of EBC activities and other Users on the premises at the same time.
2. The Administration Deacon reserves the right to require the noise levels to be lowered. The hire may be terminated immediately by the Administration Deacon should instructions not be complied with.
3. Should a noise infringement notice be issued involving the time of use, it will be forwarded to the User and it will be their responsibility to ensure that any fine is paid.

3.7 Fire and Health Regulations

1. The User shall comply with all requirements of the *Fire and Rescue NSW Act 1989*, *Public Health Act 2010* (NSW), the NSW Public Health Orders and Restrictions - COVID-19 (Coronavirus), NSW Planning Industry and Environment Policies and Legislation and the Local Government Laws and Regulations with regard to public buildings.
2. The User should note all fire exits, fire extinguishers and emergency procedures as displayed within the facility.
3. The User is responsible for the prevention of overcrowding. The aisles, stairways, passageways and exit doors are to remain free from obstruction at all times. Fire extinguishers are not to be relocated or covered.
4. The User is responsible for removing anyone not complying with such Acts, Laws and Regulations and shall be liable for any breach relating to them.
5. The User will be provided with the EBC Evacuation Plan and the User must ensure that all employees and volunteers are familiar with the plan.

3.8 Working with Children

Where the User (see definition in 4.1 below) engages in child-related activities, the User must comply with all obligations stated in the *Child Protection (Working with Children) Act 2012* and provide evidence to EBC at least 14 days before the date of use that all persons associated with the User who are working with children on the premises have passed the Working with Children Check.

4. General use Conditions

4.1 Definition of Hirer / User

The Hirer / User means the Hirer / User specified in the EBC Standard Hire / Use Agreement: Facilities Hire / Use Application Form.

4.2 Facility Access

1. Access to the premises for any person or item associated with the use (members, guests, entertainers, catering staff, etc.) will not be permitted except during the days and times specified on the Booking Agreement.
2. All personnel and items associated with the use must be cleared from the premises at the agreed time. Extension of hiring / use time at short notice is at the discretion of EBC Pastors, Deacons or Elders on duty at the time.
3. No access is available to halls, rooms and facilities outside of the agreed facilities.

4.3 Housekeeping Rules

1. All users are responsible for setting up and packing up the area in which they hold their functions, events, meetings or activities. Time should be included by the User within the use period for setting up and packing up. This includes putting away all chairs and tables where applicable and restoring the area to its original layout as per the Diagram of Area setup displayed.
2. The User is responsible for leaving the premises in a clean and tidy condition. All rubbish, refuse and waste must be placed in the designated bins provided. Any excess rubbish, refuse and waste must be removed from the site and disposed of by the User in a responsible manner.
3. Floors must be left clean. Any cost incurred by EBC in cleaning the premises shall be recoverable and charged to the User. The User will be notified prior to undertaking the work.
4. The User must ensure that all lights and electrical appliances, including heating and cooling are not used unnecessarily and are switched off before vacating the premises.
5. The User must ensure that all doors, windows and points of entry are properly secured and locked when vacating the premises.

4.4 Behaviour

1. It is the responsibility of the User to ensure that the behaviour of all persons attending the premises, and when arriving and departing the venue, does not cause disturbance or distress to others. In conjunction with the EBC Administration Deacon, the User may require a guest or trespasser to leave EBC. Should the Administration Deacon need to obtain Police assistance in this regard, the User shall meet any costs incurred by damage.
2. Children attending appointments / functions must be well supervised to avoid damage or injury and to ensure the amenity of others.

4.5 Auditorium

1. EBC Auditorium must be treated with care and respect at all times.
2. The EBC piano must not be moved off the platform. Authorised movement of any musical instruments may only be undertaken under the supervision of the EBC Administration Deacon or his or her delegate.

4.6 Use of Kitchen Facilities

1. EBC Kitchen Facilities may be available to the User for the preparation of food and drink in accordance with current NSW Acts, Laws and Regulations on food hygiene and safety. The User shall be liable for any breach relating to such Acts, Laws and Regulations.
2. Cooking of food by the User is not permitted in the kitchen. Open flame cooking, and/or the utilisation of ancillary cooking appliances is specifically prohibited. Only heating of pre-cooked food is permitted.
3. Only limited crockery, cutlery and glassware is available for use, on request. If used, crockery must be thoroughly washed and stored in the kitchen area. The User shall pay for any breakages.
4. The User is responsible for ensuring that the kitchen is kept in a clean and serviceable condition. Kitchen appliances are to be cleaned, food particles removed, benches wiped and floors swept and mopped. All rubbish, refuse and waste is to be removed. A cleaning fee will be charged if the kitchen is not left in a clean and tidy condition.
5. The User must ensure that all oil and fat is contained and disposed of responsibly.
6. Any damages or unserviceable appliances are to be reported to the Administration Deacon immediately.
7. The use of BBQs or Patio Heaters inside the building is strictly forbidden.
8. The use of portable cooking appliances connected to gas bottles is strictly forbidden within the EBC building.

4.7 Equipment

1. All equipment brought in by the User must be removed from the premises at the end of the facility use. No storage of equipment is available unless prior arrangement is made.
2. All equipment brought in by the User must comply with Commonwealth, State and Local Government Occupational Health and Safety laws and other statutory requirements.

4.8 Non-exclusive use of premises

The User shall be entitled to use only those areas in the facility requested by the User and approved by EBC. EBC reserves the right to use or let any other portion of the premises for any other purpose or purposes at the same time, where appropriate. EBC may enter and remain in any part of its premises at any time. The User must vacate the premises by the end of the period of hire / use.

5. Audio-Visual System

The EBC Auditorium incorporates an Audio-Visual System which can be hired at an agreed cost, if required. Only approved persons may operate the equipment under the supervision of EBC technical staff.

The cost of using EBC technical staff to operate the Audio-Visual System during the period of use must be paid by the User.

6. Appendix

This Policy Document must be read in conjunction with any other EBC Guidelines and Agreements.

7. Agreement to Terms and Conditions and Disclosure of any Conflict of Interest

Users must read, agree to, and sign off on the Terms and Conditions, and disclose any Conflict of Interest, on the Standard Hire/Use Agreement Form, for the booking to be authorised.

Policy and Procedure for Hire / Use of Church Premises

Fee Structure:

- **Auditorium. \$55hr capped at \$400.**

Jazzercise have been using the auditorium for two years 3 x pw, and give us a donation of \$20 per use, so we will be charging them only a nominal fee of \$25 per use, as from January 2024.

- **Lower Hall:** \$45hr
- **Kitchen:** \$25 for Kitchen use (there are restrictions in our Policy for kitchen use and for food preparation/alcohol consumption)
- **Hill Hall:** \$25hr
- **Barrenjoey Room:** \$20hr (Skills for Life exempted as being supported by EBC)
- **Not-For-Profit organisations** \$25hr for **Lower Hall** and \$20hr for **Hill Hall**.
- We can negotiate other spaces as needed.

A \$300 refundable security bond will also be charged.