

**SCOTS' PRESBYTERIAN CHURCH – BERRY**  
**TERMS AND CONDITIONS FOR CASUAL USE OF CHURCH HALL**

1. Grant of use of the Hall is not a guarantee of exclusive use. The Committee of Management of Scots' Presbyterian Church Berry ('the Committee') reserves the right to any access for any purpose at any time.
2. The term of use of the Hall shall include set up and pack up time and such time shall be included in the Hall User's contribution to the costs of the operation of the Hall.
3. Use of kitchen facilities is conditional on the Hall User providing their own consumables and returning the facilities to original condition after use.
4. The Hall User undertakes to secure all doors, windows and gates diligently at the conclusion of use of the Hall.
5. All goods, equipment and other materials of the Hall User must be removed from the Hall at the conclusion of use, unless otherwise agreed and confirmed in writing by the Committee prior to the commencement of Hall use.
6. Use of the Church's musical instruments and projection equipment situated in the Hall is not permitted unless prior written authority is provided to the Hall User by the Committee.
7. The Hall User will be responsible for any damage occurring from use of any facilities or equipment.
8. Upon conclusion of each use of the Hall and surrounds, to leave the Hall and surrounds as nearly as possible in the same condition, other than fair wear and tear.
9. Where any of the activities of the Hall User on the Church's premises involve working with children, the Hall User will provide written confirmation to the Committee that all persons working with children on the Church's premises (whether employees or volunteers) have provided valid Working With Children Checks and that each such check has been validated by the Hall User with the Office of the Children's Guardian (NSW).
10. The Hall User agrees:
  - a. To operate only activities agreed by the Committee;
  - b. To comply with all regulatory requirements;
  - c. To provide a safe environment to guests, patrons and employees;
  - d. To keep the Hall reasonably clean;
  - e. Not to intentionally or negligently cause or permit any damage to the Hall or its surrounds;
  - f. To notify the Committee as soon as practicable of any damage to the Hall or to equipment in the Hall, or injury sustained by any person;
  - g. To ensure that nothing is done that may prejudice any insurance policy held by the Committee;

- h. Not to promote, exhibit or display in or around the Hall any material or decorations which would be in conflict with the principles of the Church or the Committee;
- i. Not to sleep or permit anybody to sleep on the premises;
- j. Not to hold or permit to be held any sale by auction in or around the Hall;
- k. Not to conduct or allow any gambling, or allow liquor, in or around the Hall;
- l. Not to use or cause the Hall to be used for any illegal purpose;
- m. Not to cause or permit a nuisance or interference with the reasonable peace comfort or privacy of neighbours;
- n. Not to attach or remove any fixture, or renovate, alter or add to the premises without the Committee's prior written consent;
- o. Not to alter, remove or add any lock or other security device other than with the prior written consent of the Committee and the provision to the Committee of a copy of the key or opening device or necessary information to open any lock;
- p. Not to assign the whole or part of the Committee's interest in these terms and conditions or sub-let the Hall;
- q. To obey all rules, regulations and instructions as the Committee may from time to time make and communicate to the Hall User;
- r. To indemnify and hold the Committee and The Presbyterian Church (New South Wales) Property Trust harmless unconditionally against any loss, injury or damage arising from these Terms and Conditions or the Licensee's use of the Hall or its surrounds;
- s. Upon termination of any agreement for use of the Hall to promptly and peacefully deliver up vacant possession of the Hall, including the handing over of all keys; and
- t. Prior to commencement of use, to provide to the Committee a current certificate of currency for Hall User's insurances including but not limited to public liability insurance, and to immediately advise the Committee of any change to such cover including, where applicable, confirmation of renewal of each policy.
- u. Prior to commencement of use of the Church's property, to provide to the Committee a copy of the Hall User's COVID-19 Safety Plan for its use of the Hall, and to provide details of all subsequent variations thereto during the term of use of the Hall.