

Personal Hire Agreement

Personal Hire for Personal Use

Persons hiring or using buildings and other property of the Anglican Church accept responsibility for the safe custody of the property and for personal injury and damages to third party property during the term of the hire or use. They are required to indemnify the Diocese of Newcastle and Parish in which the hall is located for any liability arising from the hire and use of the buildings and/or other property.

I hereby confirm that I have read and fully understand and accept my responsibilities, as summarised above, in entering into this hiring agreement.

(Delete whichever is not applicable)

- I have arranged Public Liability Insurance to cover the liabilities listed above and to indemnify The Trustees of Church Property of the Diocese of Newcastle and the Parish. A copy of the insurance is enclosed.

OR

- I request that the Diocese extend its insurance to cover these liabilities. I accept that this insurance is subject to payment by me of the first \$250.00 for property damage. (Premium of \$25.00 per day or as may be agreed with the Diocesan Secretary.)

Facility	
Period or Date of Hire	
Nature of Hire	
Signed by Hirer	Date
Name of Hirer (Please Print)	
Address of Hirer	
	Post Code
Phone Number of Hirer	

Original Copy for Diocese/ Copy to Hirer/ Copy to Parish Office

Because of this, we have recently instituted a *hirers liability cover* where liability cover can be provided via the diocese for the other party. A separate hirer's liability policy has been taken out for this purpose. The policy is a single master policy with particular features:

- It is a policy to protect the hiring party against its provable negligence.
- It is designed to operate for individuals on the basis of providing cover for a single specific event.
- There is no policy document provided to the individual nor is there any other documentation required to be completed.
- A parish should charge the individual \$25.00 for provision of the cover and the parish may retain this payment. It is not required to be remitted to the diocese.
- When the event is over, the cover does not extend to any other person or event.

A parish is required to carefully maintain a register (which can be called for inspection) which shall record the date of the event, the purpose of the event (ie the purpose of hiring the parish property), the name and address of the individual hiring the parish property, the hours during which the parish property was hired (eg 7pm-10pm) on the date, the amount of the premium paid, the signature of the hirer, the signature of the responsible parish officer, and the specification (ie which property) of the property hired and the address of the parish property.

The register may be an exercise book or some form of ring binder, but it must be maintained accurately and preserved permanently in the parish records. Liability claims can arise some time after the event alleged to cause injury or damage to property, hence the need for permanent preservation.

It should be remembered that this hirers liability cover is for individuals and for single events. It does not apply to persons hiring the parish property on a regular or on-going basis.

The most important thing to remember is this – if a non-parish organisation or individual cannot produce a certificate of currency regarding the existence of a policy of insurance (and a receipt for the payment of the premium is not sufficient) or an individual is unwilling to take advantage of the hirers liability policy, then the parish property should not (and cannot in accordance with the ordinance) be hired.

The existing liability policy of which every parish is part, is designed to protect *the parish* from its acts of negligence which are provable. This policy does not cover individuals hiring the hall and cannot be expected to do so.