



# PADDINGTON UNITING CHURCH

## Venue Hire Application and Agreement

### Applicant Details

<b>Name of Applicant (person or organisation) – referred to hereafter as the “Lessee”</b>	
<b>Contact Person</b>	
<b>Nature of Organisation (please indicate whether private individual, Not For Profit, commercial, Church etc)</b>	
<b>Address</b>	
<b>Phone</b>	

### Proposed Function Details

<b>Proposed Date</b>	
<b>Nature of Function</b>	
<b>Premises Required (Church or Hall)</b>	
<b>Proposed Hours (please outline running schedule, including start/finish/main activity times)</b>	



**Church** 395 Oxford St Paddington NSW 2021  
**Postal** PO Box 379 Paddington NSW 2021  
**Hall & Office** 2 Newcombe St Paddington NSW 2021  
[www.paddingtonuca.org.au](http://www.paddingtonuca.org.au)

**tel** 61 2 9331 2646  
**fax** 61 2 9331 4864  
[office@paddingtonuca.org.au](mailto:office@paddingtonuca.org.au)

<p><b>Expected Attendance</b></p>	
<p><b>Catering/Bar Details (if applicable) – refer to Policy on alcohol and Security as set out below. Note that the lessee is responsible for ensuring all RSA requirements are met where providing an alcohol service.</b></p>	
<p><b>Is an entrance charge to be made?</b></p> <p><b>(Musical performers only) what is your dollar estimate of ticket sales?</b></p> <p><b>(NOTE refer note below re APRA/copyright)</b></p>	<p style="text-align: center;">YES/NO</p> <p style="text-align: center;">\$.....</p>
<p><b>Is this a public event or by invitation only?</b></p>	
<p><b>Security – Please provide details of the number of registered security staff who will be on duty and/or other arrangements to ensure a high standard of crowd control and public safety.</b></p>	
<p><b>Public Benefit</b>  <b>Please provide a statement of the public benefit that the event will generate</b></p>	

<b>Signature of Applicant</b>	<p>I acknowledge that this application and the proposed function are subject to the Conditions of Hire as below.</p> <p>Signature.....</p> <p>Date / /</p>

### VENUE DETAILS AND CAPACITIES

Venue	Area	Capacity – theatre seating layout	Capacity – seminar table layout	Capacity – Liquor licence
Church Building 395 Oxford St Paddington	Approx 370 sq m total, assembly floor area approx 234 sq m	Nominally 250	Nominally 150	200 persons
George Smith Memorial Hall 2 Newcombe St Paddington	Approx 390 sq m total, assembly floor area approx 200 sq m	Nominally 200	Nominally 150	200 persons

### NOTE TO MUSICAL PERFORMERS – APRA

Consistent with supporting music in our community, Paddington Uniting Church/Eastside Arts complies with the provisions the Copyright Act, and pays a significant annual licence fee to the Australian Performing Rights Association in respect of events where music is performed on our premises. We are required to tell APRA the dollar amount of ticket sales (including for events where we do not run the box office).

We also encourage all performers to enrol with APRA to gain access to any royalty payments to which they are entitled.

## CONDITIONS OF HIRE

### Conditions of Use of Church Premises

- **Public Benefit** – Paddington Uniting Church aims to be an effective community resource. Consistent with its Mission and Values, in considering any application for Hire of premises, PUC will favour those activities which clearly demonstrate a benefit to the community.

<p><b>Overall</b></p>	<ul style="list-style-type: none"> <li>• Paddington Uniting Church (“PUC”) is an outreach of the Uniting Church, and operates in dedicated premises.</li> <li>• All events are to observe appropriate standards of behaviour in this light.</li> <li>• This is a key condition of any event on PUC premises.</li> <li>• PUC will retain the sole right to approve/cancel any event on this basis. NOTE: The General Manager PUC or his delegate or the PUC Events Manager reserve the right to terminate any event without notice where the above terms are in breach, or for any other cause at PUC’s sole discretion, in which event, no claim for compensation will be made by the Hirer.</li> <li>• All hirers are to sign a “Conditions of Hire” agreement.</li> </ul>
<p>Use of The Church building</p>	<ul style="list-style-type: none"> <li>• Limited to             <ul style="list-style-type: none"> <li>○ Church Services</li> <li>○ Church meetings</li> </ul> </li> <li>• ALL other events will require case-by-case approval by the PUC Church Council in advance.</li> <li>• Refer below re consumption of alcohol.</li> </ul>
<p>Use of the Hall etc</p>	<ul style="list-style-type: none"> <li>• Use by non-profit community organizations able to be approved by General Manager.</li> <li>• Use by commercial operators – approve on a case-by-case basis by General Manager in conjunction with Chair, Church Council.</li> <li>• Refer below re consumption of alcohol.</li> </ul>
<p>Consumption of Alcohol on Church premises</p>	<ul style="list-style-type: none"> <li>• In addition to all other conditions contained herein, please note that consumption of alcohol on any Paddington Uniting Church premises requires specific approval of the Paddington Uniting Church Council.</li> </ul>

	<p>Unless specific reference is made to liquor consumption in this application form, Hirers will be in breach where liquor is consumed without approval.</p> <ul style="list-style-type: none"> <li>• Please note that PUC holds a Place of Public Entertainment licence which enables the consumption of alcohol as approved by PUC <b>where no charge is made.</b> (or in the Hall with no further licence required).</li> <li>• Note that Lessees providing alcohol must meet all RSA requirements.</li> <li>• However, sale of alcohol in the Church premises requires an additional Limited Licence (for a single function) to be arranged by the hirer. refer</li> </ul> <p><a href="http://www.olgr.nsw.gov.au/pdfs/L_FS_LLSF.pdf">http://www.olgr.nsw.gov.au/pdfs/L_FS_LLSF.pdf</a></p>
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• **Rates (all PLUS GST)**

	<b>Church</b>	<b>Hall</b>
Commercial Rate	\$300 per hour	\$250 per hour
Not For Profit	\$150 per hour	\$75 per hour
Charity Rate	\$50 per hour	\$50 per hour

Note: PUC reserves the right to recover from all hirers all costs relating to hire on that occasion, including (but not limited to) site management, energy usage, administration costs, extraordinary cleaning etc. Hirers agree that PUC's assessment of those costs will be final. PUC may be prepared to waive or modify these rates in some cases by negotiation.

**DEPOSIT: A deposit of 50% of the estimated total hire fee is required to reserve the date – payment upon approval of application.**

• **General Conditions**

- These rates cover unrestricted access and use of venue, including toilet facilities, tables, chairs, sundry furnishings, power, and supervision by PUC's Event Manager. The Events manager has absolute discretion in application of conditions during any function.
- Catering facilities (full commercial kitchen) in the Hall are available at an additional rate of \$75 per hour.
- If required by hirers, piano tuning can be arranged at a cost of \$75 plus GST. Organ tuning is also available if required at \$300 plus GST.
- PUC has our in-house catering team and we are happy to discuss menus etc.

- Use of sound system and lighting in the Hall and/or Church is available at an additional flat rate of \$50 per event. We can refer hirers to a sound engineer who is familiar with the site.
- All consumption of alcohol within the premises is required to operate under PUC's Place of Public Entertainment Licence. PUC's Events Manager has full authority to represent PUC's licensee.
- Parking facilities adjacent are available at no additional charge.
- Consistent with license conditions functions are not permitted after 10pm Sunday – Thursday and Midnight Friday – Saturday. Quiet departure by guests is mandatory.
- Lessees are permitted to bring in their own catering, bar, entertainment etc operations, subject to approval in advance by PUC.
- Hirers will be required to carry their own Public Risk insurance policy, and to fully indemnify Paddington Uniting Church against any claims other than where the Church is proven negligent.

- **Front of House**

- The Lessee will nominate a contact person who will represent the Lessee during the event.

- **Security**

- The orderly behaviour of all the Lessee's performers, attendees, paid or volunteer staff and any other persons in attendance is entirely the responsibility of the Lessee. In addition, where the hire includes provision of alcohol by the Lessee, the Lessee will be responsible for ensuring that all Responsible Service of Alcohol (RSA) requirements are met.

- **Noise Management**

- The Place of Public Entertainment licence under which the venue operates states "that the volume of amplified music is appropriately monitored to ensure that the peak music levels within the venue are limited and appropriately controlled to maintain acceptable external limits".
- The General Manager, PUC or his delegate is the official representative and has the authority to require the Lessee to adjust the volume if deemed to be exceeding reasonable peak levels.
- The Lessee's failure to comply with the agreed contractual conditions constitutes a valid and accepted basis for the termination of this Agreement without financial penalties being imposed on the Lessor.
- In the event that the Lessee fails to comply with the Events Manager's request, the Events Manager may cancel the performance, effective immediately.

- **Food and Beverage**

- All liquor service will fully comply with relevant licensing conditions.
- All persons involved in liquor service will hold and produce a copy of a certificate of completion of an approved Responsible Service of Alcohol course.

- **Recording Rights**

- The Lessee warrants not to contravene any copyright or moral rights obligations. The Lessee's failure to comply with this will constitute a valid and accepted basis for the termination of this Agreement without financial penalties being imposed on the Lessor.

- **Insurance**

- PUC will provide, at its own cost, adequate public liability insurance, of at least \$10 million, and maintain cover for any occurrence or series of occurrences arising out of any one event in respect of the liability of the PUC.
- Where required by PUC, the Lessee will provide adequate public liability insurance, of at least \$10 million, to cover any occurrence or series of occurrences arising out of any one event in respect of the Lessee's liability for the schedule performance.
- The Lessee shall provide a copy of the Certificate of Currency prior to the Lessor prior to the commencement of the function.

- **Changes and Cancellation**

- In the case of events of force majeure such as, but not limited to, flood, earthquake, war or civil strife, hurricane or industrial disturbance, strike, lockout, epidemic, failure or delays of scheduled transportation facilities or the death of any members of the Group, which makes the performance forming part of this Agreement impossible, neither party will have any claim for damages against the other party arising out of the termination of the performance forming part of this Agreement.
- In the case that the event is cancelled by the Lessee for any reason, the Lessee may be liable to pay the venue hire fee as though the event was not cancelled.
- In the case that the event is cancelled by the Lessor, the Lessee will have no claim for damages against the Lessor arising out of the termination of the event.

- **Acknowledgement**

- The parties acknowledge that neither has entered into this agreement in reliance upon any representations made by the other and that this Agreement constitutes the whole of the agreement between the Lessor and the Lessee.

SIGNED BY PADDINGTON UNITING CHURCH  
in the presence of:-

)  
) .....  
) signature

.....  
signature of witness

.....  
print name of witness

SIGNED BY the Lessee  
in the presence of:-

) .....  
) signature  
)  
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) .....  
) print name

.....  
signature of witness

.....  
print name of witness