

# INSURANCE BRIEFING

## PUBLIC LIABILITY POLICY

November 2011

## Parish/School Hall Hire

Catholic Church Insurances' public liability policy covers claims against parishes or schools that hire out their halls. The policy also covers hirers who hire parish or school halls for private purposes, such as:

- birthday parties
- wedding receptions
- engagement parties
- wedding anniversaries
- family reunions.

Examples of claims against hirers that may be covered include:

- Food or drink is spilt on the floor and the hirer fails to clean it up. A person invited to the function slips and is injured and sues the hirer
- A banner suspended from the ceiling of the hall by the hirer falls and injures a person at the function. The injured person sues the hirer.

Hirers that use parish or school halls for private purposes do not need to take out their own public liability insurance.

Hirers intending to use the hall for business, income/revenue raising or sporting purposes, however, are not covered by the policy. Catholic Church Insurances recommends that these individuals or organisations have their own public liability insurance and provide a Certificate of Currency to the parish or school prior to commencement of the hire period.

The policy also does not cover any contractors engaged by the hirer, e.g. caterers. It is recommended that hirers ensure that any contractors have their own public liability insurance.

Unincorporated sporting clubs run by parishes and schools are covered under the parish or school policy, and do not require a separate insurance policy.

### **Risk Management**

Parishes and schools should:

- Maintain records of hirers of halls so they can confirm a defendant in an action did in fact hire their hall. Liability claims can be made years after an incident occurs so it is vital detailed records are kept
- Satisfy themselves that hirers do not pose an unacceptable risk of property damage or personal injury.

### **Hire Agreements**

A sample Hire Agreement follows. There are two versions, one for business or income/revenue raising or sporting hirers and another for private hirers. The Agreement for business or income/revenue raising or sporting hirers includes a waiver and indemnity and a requirement for the hirer to have public liability insurance. The Agreement for private hirers does not contain those provisions.

Please note that this insurance briefing is designed for general information purposes only.  
For further information, please contact your Account Executive  
or call Catholic Church Insurances on:

1300 655 001  
[www.ccinsurances.com.au](http://www.ccinsurances.com.au)

# SAMPLE HIRE AGREEMENT - hire by business or income/revenue raising or sporting users

## HIRE AGREEMENT

- 1 This Agreement is made between \_\_\_\_\_ <insert name of diocese/congregation and parish/school>\* \_\_\_\_\_ ("Parish/School") and \_\_\_\_\_ <insert name of hirer> \_\_\_\_\_ ("Hirer").
- 2 The Parish/School agrees to allow the Hirer use of the Parish/School Hall from \_\_\_\_\_ to \_\_\_\_\_ inclusive.
- 3 The Hirer agrees to pay the Parish/School the sum of \$\_\_\_\_\_ for use of the Parish/School Hall.
- 4 The Parish/School is not liable to the Hirer for any loss suffered by the Hirer arising out of the Hirer's use of the Parish/School Hall. The Hirer releases the Parish/School from any claim made against the Parish/School arising out of, in connection with or caused by the Hirer's use of the Parish/School Hall.
- 5 The Hirer indemnifies the Parish/School from and against all claims, demands, actions, costs and expenses arising out of, in connection with or caused by the Hirer's use of the Parish/School Hall.
- 6 The Hirer agrees to effect public liability insurance for an amount of not less than \$10 million per occurrence and to provide a Certificate of Currency to the Parish/School prior to commencement of the hire period. The Hirer agrees to keep the policy in force for the duration of the hire period.
- 7 The Hirer agrees to reimburse the Parish/School for the full cost of repairing any damage caused to the Parish/School Hall or facilities during the hire period.
- 8 The Hirer agrees to notify the Parish/School of all injuries or damage arising out of the Hirer's use of the Parish/School Hall within 7 days of becoming aware of the injury or damage.
- 9 The Hirer acknowledges receipt of the Conditions For Hire of the Parish/School Hall and agrees to those conditions.

Signed for the Hirer:

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Signed for the Parish/School:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\* Note if a school is an incorporated entity, the name of the school only should be inserted.

# SAMPLE HIRE AGREEMENT - Private functions

## HIRE AGREEMENT

- 1 This Agreement is made between \_\_\_\_\_ <insert name of diocese/congregation and parish/school>\* ("Parish/School") and \_\_\_\_\_ <insert name of hirer> ("Hirer").
- 2 The Parish/School agrees to allow the Hirer use of the Parish/School Hall from \_\_\_\_\_ to \_\_\_\_\_ inclusive.
- 3 The Hirer agrees to pay the Parish/School the sum of \$\_\_\_\_\_ for use of the Parish/School Hall.
- 4 The Hirer agrees to reimburse the Parish/School for the full cost of repairing any damage caused to the Parish/School Hall or facilities during the hire period.
- 5 The Hirer agrees to notify the Parish/School of all injuries or damage arising out of the Hirer's use of the Parish/School Hall within 7 days of becoming aware of the injury or damage.
- 6 The Hirer acknowledges receipt of the Conditions For Hire of the Parish/School Hall and agrees to those conditions.

Signed for the Hirer:

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Signed for the Parish/School:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\* Note if a school is an incorporated entity, the name of the school only should be inserted.

## SAMPLE CONDITIONS OF HIRE \*

### CONDITIONS FOR HIRE OF PARISH/SCHOOL HALL

- 1 Applications for use of the Parish/School hall must be made in writing on the form supplied.
- 2 A bond of \$300 must be deposited with the booking officer prior to the function and will be refunded in full provided that no damage is done to the hall and facilities, and the surrounding property is left clean and tidy. Loss of keys may entail replacement of locks and this will be at the discretion of the booking officer and is at the liability of the Hirer. Should any damage occur, the booking officer's assessment shall be final.
- 3 Charges for the use of facilities must be paid at the time of making the booking, or, in the case of ongoing use, by arrangement with the booking officer. A \$20 cancellation fee applies to cancelled bookings.
- 4 Nothing is to be attached in any manner to the walls, floors, curtains or any part of the buildings, nor shall signs, scenery etc be erected without the permission of the booking officer.
- 5 The right is reserved to refuse to let the facilities at the discretion of the booking officer, in which case all monies paid will be refunded.
- 6 The Parish/School makes no warranty or representation to the Hirer about the condition of the hall or facilities or their suitability for the Hirer's purpose. Further, the Hirer acknowledges that they have inspected the facilities and warrants that the facilities are suitable for the Hirer's purpose.
- 7 It is the responsibility of the Hirer to obtain any necessary permits from the relevant authorities as required for the planned activities. If entertainment is to be provided, it must be in keeping with the values and standards of the Parish/School. All programs must be submitted for approval prior to the hiring period.
- 8 The Parish/School will not be responsible for the acts or omissions of contractors engaged by the Hirer. It is recommended that Hirers ensure all contractors (eg caterers) have public liability insurance.
- 9 If kitchen facilities are to be used all appliances must be left in a clean and tidy condition. No food or drink may be left in the cool room and all bottles and rubbish must be removed from the premises and placed in the appropriate bins. Please stack chairs in groups of 6-8 in order of colour and shape and return to the storeroom. Toilets must be cleaned and swept. All external doors must be locked. Do not turn off the cool room.
- 10 Persons authorised by the booking officer shall at all times be entitled to free access to all parts of the building.
- 11 No sales of any kind are permitted without prior approval.
- 12 Sub-letting of facilities is not permitted.
- 13 In case of any disputes arising, the decision of the Parish priest shall be final.
- 14 Noise (music etc) must be contained within the requirements of the City Council. Additionally, music must cease at midnight on Fridays and Saturdays, 10.00pm on Sundays, and 11.00pm on all other days.
- 15 The Hirer of the hall and guests are confined to the hall and its accompanying facilities and this does not extend to the school and playground.
- 16 The Hirer is aware the hall is in a residential area and that all persons attending the hall must refrain from any behaviour which could be reasonably construed as disturbing the neighbours or infringing on a person's property and/or rights.
- 17 Under no circumstances shall liquor be sold until approval from the booking officer has been obtained and the necessary liquor permit is sighted at the time of obtaining the hall key and payment of the bond.
- 18 Normal liquor regulations apply. Alcohol is not to be served to guests under 18 years of age.
- 19 Approval for the consumption of alcohol may be withheld at the discretion of the booking officer.
- 20 Please note the school gate is open from 7.45am till 12.00 noon on Sundays for the use of people attending Church. Any cars parked in the school grounds must be removed by midday, when the gates are locked. Hall patrons are requested to park in the Church car park or in the street, but not on the lawn or nature strip in front of the school.
- 21 Smoking is not permitted in the hall.
- 22 The Parish/School accepts no responsibility for private property left in the hall.

\*This document should be tailored to meet your requirements.