

LIABILITY EXCLUSION

1. To the extent permitted by law, all terms, conditions, and warranties implied into these terms by statute, law, equity, or custom are excluded.
2. In consideration for the Bethlehem Congregation (or its agent) agreeing to allow the applicant to use Excelsior Hall and The Stables, the applicant:
 - [a] releases and discharges Bethlehem Lutheran Church from any liability for any loss or damage to, or destruction of, or theft of, property and any injury to, or death of, persons occurring in or about Excelsior Hall and The Stables ('Liability'); and
 - [b] indemnifies Bethlehem Lutheran Church from all costs, expenses, damages and losses suffered or incurred by, or brought, made or recovered by any person against Bethlehem Church in connection with any loss or damage to, or destruction or theft of, property and any injury to, or death of, persons occurring in or about Excelsior Hall and The Stables ('Loss').
3. The provisions of clause 2 apply to any Liability or Loss which arises in connection with any function held at Excelsior Hall and The Stables:
 - [a] whether the event giving rise to the Liability or Loss occurred before, during or after the function;
 - [b] however that Liability or Loss arose including, without limitation, any indirect, economic or consequential loss;
 - [c] whether the Liability or Loss is actual, prospective or contingent; and
 - [d] even if the Liability or Loss was caused or contributed to by any act, omission, negligence or default of Bethlehem Lutheran Church, its officers, members, employees or agents.

Bethlehem Lutheran Church
170 Flinders Street, Adelaide 5000

BOOKING FORM and GUIDELINES FOR USERS of EXCELSIOR HALL AND THE STABLES



Bookings: Administrative Secretary
Bethlehem House
12 Sudholz Place
Adelaide SA 5006
Ph: 8223 6662
Email: bethlca@chariot.net.au

A copy of this clause is included on the Confirmation of Booking sheet which is to be signed and returned to the Church Office in Bethlehem House.

TERMS AND CONDITIONS

BOOKINGS

All bookings must be made through the Administrative Secretary. Generally, there will be no regular/permanent bookings accepted from groups outside the congregation.

Bookings from **community groups** will not normally be accepted more than three months in advance.

Bethlehem auxiliaries and groups are encouraged to book early to be given preference.

Bookings for use of Excelsior Hall and The Stables (including limited, ie reheating of food, use of the kitchen) to be confirmed in writing on the form enclosed.

CLOSE

All functions are to close no later than 12 midnight.

HALL HIRE FEE

A reasonable amount sufficient to cover the necessary expenses is expected.

A 25% **deposit** is to be paid at the time of booking, and the remainder prior to the date of the function.

Fee for each **hour** or part thereof —

| | |
|-------------------------------------|---------------------------|
| First floor (Excelsior Hall) | \$16.50 incl GST per hour |
| Ground floor | \$16.50 incl GST per hour |

Members receive a discount.

In certain circumstances, these fees are negotiable upon request to Church Council.

CARETAKER / BOND

In the case of a reception-style function, a bond of \$100.00 may be required at the time of booking. It will be refunded provided that the premises are left clean, tidy, and undamaged. An amount of \$25.00 may be retained for carpet cleaning purposes, if necessary.

An additional \$10 per hour will be charged if a caretaker is required to attend.

CARE OF PREMISES

- ❖ All persons using the facilities will be responsible for leaving the premises **clean and tidy**. A vacuum cleaner, carpet sweeper, mop, bucket, etc are kept in the kitchen cupboard. Large spillages on the carpet are to be thoroughly blotted up and reported ASAP to the church office.

- ❖ Permission to serve **alcoholic drinks** must be obtained from the Church Office in the first instance.
- ❖ **DO NOT use red, green or orange cordial** on carpeted area.
- ❖ All **refuse** must be removed from and around the premises.
- ❖ All **equipment and furniture** must be replaced in former positions, and not removed from the premises. DO NOT stack chairs or tables in front of fire extinguishers.
- ❖ Any person responsible for the **breakage**, damage, or loss of any article must bear the cost of repair or replacement.
- ❖ No nails, screws, for **fixtures** shall be fixed or attached to any part of the building or furniture.
- ❖ No **confetti** allowed.

SECURITY

- ❖ **Lights** must all be turned off — also check toilets on ground floor.
- ❖ **Air-conditioners** (if used) must be turned off.
- ❖ **Electrical appliances** used in the kitchen must be turned off.
- ❖ **Locking of premises** — as arranged with Administrative Secretary.

GENERAL

- ❖ All users of the premises are requested to remember that this is private church property, and to conduct themselves accordingly.
- ❖ Smoking is **not** permitted.
- ❖ Parents are requested to control their children at all times. If, at any time, the behaviour of those attending any function held on the premises contravenes the spirit of the meaning of these rules, the caretaker, Pastor, or their deputies shall have the right to request compliance, and if not heeded, to terminate the function.
- ❖ Any departure from these rules, or any other request not covered, may be dealt with by the Administrative Secretary, or the Bethlehem House Management Committee.
- ❖ Church Council shall have the authority to vary any of the conditions set down above.

PARKING

There is NO PARKING available on the premises.

PLEASE ENSURE THAT THE MEMBERS OF YOUR ORGANISATION IN CHARGE OF THE FUNCTION IN THESE PREMISES ARE AWARE OF THESE TERMS AND CONDITIONS