

## CONDITIONS OF USE OF WESLEY MUSIC CENTRE

1. **"The Foundation"** means The Wesley Music Foundation established under Trust Deed between The Uniting Church in Australia (Australian Capital Territory) Property Trust and the Wesley Music Foundation being an agency of The Uniting Church in Australia under a constitution granted by the NSW Synod of the Church and having its office in National Circuit, Forrest, Australian Capital Territory. The **Wesley Music Centre** is managed by the Foundation and comprises a Music Room and other facilities located in space which is separate from but contiguous to other facilities and spaces managed by Wesley Uniting Church ("the Church"). The Foundation is operated by a Board of Management and its officers include the Secretary and Treasurer.
2. **"The User"** means the person, group or organisation using the facility or part of the Wesley Music Centre for any purpose, and the representatives and office bearers and/or staff of the User.
3. **"The facility"** means the Music Centre or designated facilities, equipment, furnishings or furniture within it under the management of the Foundation. **"Occupancy"** of the facility refers to the time between first entry for all purposes, including setting up and/or practice, and final exit and locking up after clean up and restoration of furniture to the state prior to entry.
4. The **User** shall, at all times the facility is occupied or used under this Agreement, be responsible for:
  - a. Ensuring that the grand piano is not moved except under supervision. The piano and other musical instruments provided by the Music Centre are played or touched only by authorised performers.
  - b. Keeping the premises in a clean and tidy condition, washing and drying crockery and other items using the user's own tea towels, immediately cleaning up any spillage or waste matter, returning spaces to pre-hire condition (carpet sweeper, brooms and other equipment available) and removing rubbish from the premises. Washing up must be done with hot water and detergent in one bowl and rinsing water in the other bowl.
  - c. Ensuring no damage to kitchen equipment and benches (e.g. using cutting board on benches).
  - d. Ensuring no food or drink is taken into or consumed in the Music Room, the Ante Room and Seminar Room. No glasses, mugs, glass bottles or jugs are to be taken into these Rooms. Only plastic water bottles may be taken in if required, but these must not be used or located in such a way as to endanger the grand piano or other instruments. Refreshments are to be taken only in the Music Centre foyer or courtyard.
  - e. Ensuring performers and audience do not touch acoustics panels, electricity or air conditioning switches, microphones, speakers, lights or other equipment unless authorised by the Foundation's representative. Note that the air conditioning system must be switched on at all times to comply with health regulations.
  - f. Obtaining permission from the Foundation's representative for sound or video recordings and photography.
  - g. Adherence to laws relating to copyright or performance rights. The playing of recordings or video clips is restricted to those permitted under section 106 (1) (b) of the Copyright Act 1968, namely for activities concerned with the advancement of religion, education or social welfare.
  - h. Payment of additional fees for time in excess of the agreed hiring time at the going hourly rate or such rate as determined by the Foundation.
  - i. Ensuring that the courtyard stones, rocks or other items are not moved (the garden beds being out of bounds).
  - j. Providing adequate and responsible supervision to ensure the safety of the facility and those persons involved with the User in the use of the facility.
  - k. Avoiding any noise or action that will interfere with the Music Centre's neighbours or with other simultaneous users of the Wesley property.
  - l. Ensuring that no posters, flyers, notices or other documents are placed on walls, columns, windows, doors or other infrastructure (hirers to make good with repainting, cleaning, etc if this rule is infringed).
  - m. Ensuring that no sticky tape is placed on the wooden floor or walls of the Music Room.
  - n. Avoiding any action that could cause damage or allow damage to the premises or its contents. Should any damage occur for any reason during the User's occupancy or use under this Agreement, the User shall pay to the Foundation the costs of such damage or loss to the facility or its contents which arise as a result of the occupancy of the premises under the terms of this Agreement.
  - o. Subject to prior arrangements, leaving the premises securely closed and locked with all lights, heaters and other appliances turned off or left in the manner prescribed by the Foundation's representative.
  - p. Providing free entry to concerts or other public events for up to two Wesley Music Centre volunteers or staff involved in supervision or event management.
  - q. Complying with the reasonable directions of the Foundation's representative as to the use and re-arrangement of furniture if any is used or moved by the User.

- 5.** The User should have a Public Liability Policy of at least \$5,000,000. This policy should hold indemnified the Foundation, its office bearers and members for any damage, injury or accident on the premises arising out of the negligence of the User during or connected with the User's occupancy or use of the facility. Hirer's Public Liability Insurance is available also through the Insurance Office of the NSW Synod of the Uniting Church in Australia and can be arranged via the Wesley Music Centre office. This indemnity also applies to the Wesley Uniting Church in relation to any incidental use of property managed by the Church, which does not form part of the Wesley Music Centre (e.g. corridors to the Music Centre or parking areas not adjacent to the Music Centre).
- 6.** The User will indemnify the Foundation or the Church, its officers and members for and against all damages, costs, claims and demands which are or may be made against the Foundation or the Church by the user or any persons, using the premises or contiguous spaces in connection with the User's purpose, for any loss, injury or damage to persons or property sustained and arising out of the negligence of the User whilst in or upon the premises or property.
- 7.** Property owned by the User and its invitees and brought into the facility is the User's sole responsibility and is not covered by any Church insurance. The Foundation will not be responsible or liable to the User for any loss or damage to such property occurring during or in connection with the User's use of the facility.
- 8.** The Foundation shall not be liable to the User for any loss or damage which the User may incur due to the premises not being available to the User for any reason beyond the control of the Foundation or on excluded days or at excluded times.
- 9.** The User will not permit smoking of tobacco or any substance in the facility or anywhere within the total property, including the courtyard. The consumption of alcohol is normally not permitted except on the basis of written authority in specified circumstances. No dangerous, noxious or inflammable substances may be brought to the facility or anywhere on the total property.
- 10.** The User's use of the facility may be terminated by the Foundation at any time, for breach of this Agreement by the User, or at the Foundation's own discretion, by written notice to the User which may be effective immediately. The User may terminate this Agreement on seven (7) days notice to the Foundation's representative.
- 11.** If any activity of the User in the facility under this Agreement involves children, the User undertakes and warrants that no person who is prohibited under the Child Protection (Prohibited Persons) Act will participate in such use or activity and that the User will cause its staff and invitees to observe the provisions for the Children and Young Persons (Care and Protection) Act.
- 12.** The signatory to this Agreement on behalf of the User warrants his or her authority to enter into this Agreement on behalf of the User.
- 13.** The fee for continuing or future use of the facility will be reviewed periodically in relation to the expenses of the Foundation, and may be altered on seven (7) days written notice from the Foundation to the User.
- 14.** Accounts not paid by the due date will incur penalties determined by the Foundation from time to time.
- 15.** Hirers who fail to pay an invoice within the specified time will not qualify for any concessions or allowances, and may be ineligible for future hiring of the facilities.
- 16.** The Foundation reserves the right to modify or add to these rules as necessary. Such new or amended rules will be enforced by the Foundation's representative in the interests of health, safety, security and protection of the property and Music Centre assets.