

THE UNITING CHURCH IN AUSTRALIA - SYNOD OF VICTORIA
LICENCE AGREEMENT
NON EXCLUSIVE USE OF CHURCH BUILDINGS FOR UP TO 12 MONTHS

THIS AGREEMENT is made this [date] between the Uniting Church in Australia Property Trust (Victoria) (“the Owner”) the one part on behalf of its Glen Waverley Congregation and the Licensee [Licensee] and described in Item 1 of the Schedule (“the Licensee”).

IT IS AGREED:

1. **Premises**
The Owner allows the Licensee to have the non-exclusive use of the premises and equipment described in Item 2 of the Schedule (“the premises”) subject to the terms and conditions set out herein.
2. **Licence Fee**
The Licensee will pay to the Owner in advance, the fee agreed as set out in Item 3 of the Schedule. For the purposes of the A New Tax System (Goods and Services Tax) Act 1999 (as amended), these terms and conditions are accepted if a GST component is specified within the Schedule, as a Tax Invoice for each payment as it falls due.
3. **Bond**
The Licensee shall lodge in advance a performance bond to the amount set out in Item 4 of the Schedule, the bond to be fully refunded if the premises are vacated in a clean and undamaged condition. The Owner may retain such portion of the bond as the Owner assesses as reasonable to make good any damage caused by the Licensee and to clean the premises to the condition existing before the occupancy.
4. **Period**
The period of the agreement shall not exceed 12 months and is set out in Item 5 of the Schedule. Any lease can be terminated by either party by giving 3 months written notification.
5. **Car Park**
There is no exclusive or reserved parking included as part of this lease and no group is permitted to close off the car park at any time without written approval of the Office Manager or Chair of Property Committee. The spots specifically designated for Minister and Office Manager are not to be used by the hirer under any circumstances.
6. **Licensee’s Obligations**
The Licensee will:
 - (a) Keep the facilities clean, tidy and in good order, comply with safe food handling and hygiene procedures identified in the kitchen, clean up spillages and place all refuse in rubbish bins provided. The building owner may charge additional cleaning fees of \$50 - \$80 if the premises are not cleaned as stipulated.
 - (b) Not leave any unused food anywhere in the complex and specifically not in the kitchen or fridge/s after the nominated event has been held.
 - (c) At all times (unless specifically hired for an additional charge) the kitchen is to be treated as a shared facility and others persons must not be prevented from accessing the kitchen.
 - (d) Give notice to the Owner of any damage to the premises as soon as the Licensee becomes aware of the damage.
 - (e) Ensure that all lights and heating are turned off on departure and the doors securely locked. Failure to do so may incur an additional charge at the Owners discretion.
 - (f) Make sure that care is taken to avoid damaging the premises.
 - (g) Pay to the Owner the reasonable costs of repairs or replacement to items damaged during or as a result of the Licensees occupation of the premises.
 - (h) Follow these procedures regarding the use of decorations:
 - (i) all decorations, including flowers, are to be removed as soon as practicable after the function;
 - (ii) nails, pins, drawing pins or other fastenings are not to be driven into or affixed to walls or woodwork and adhesive tape is not to be used to fasten or affix items to any wall, window, woodwork or curtains;
 - (iii) nothing indecent, obscene or suggestive is to be displayed.
 - (i) Return all keys to the Owner when the Licensee ceases to use the facilities.
 - (j) Comply with the reasonable directions of the Owner’s representative as to the use and re-arrangement of furniture and equipment if any is used or moved by the Licensee.
 - (k) Maintain a quiet, respectful atmosphere in the foyer and other areas of the complex during the progress of any service of worship. Hirers can be requested to lower any noise levels or reduce activities during these service times.

- (l) Ensure that all persons attending a function confine themselves to that part of the premises described in Item 6 of the Schedule.
- (m) Ensure that any children are supervised by an adult, at all times.
- (n) Ensure that no area of the premises is filled to a level which is above safe capacity for that space (ie: No more than 20 persons in Room 4 at any one time).

7. **Use of the Premises**

The Licensee will not:

- (a) Use or allow the premises to be used for any illegal purposes.
- (b) Use or allow the premises to be used in such a manner as to cause a nuisance to the occupants of neighbouring properties or persons using other portions of the facilities at the same time.
- (c) Use or allow the consumption of alcoholic liquor.
- (d) Permit or cause to be done any act or thing which may tend to injure or offend against the reputation or principles of the Uniting Church in Australia.
- (e) Permit smoking of tobacco or any substance or use of any other noxious or flammable substance inside the premises.
- (f) Erect or cause or allow to be erected on or near the premises any sign, advertisement or other material without the consent of the owner.
- (g) Park at the complex outside their rental booking times (As shown in Item 5 of the Schedule) .
- (h) Sub-let or defer their Period of use, or any other time, to any other group.

7. **Property Owned by the Licensee**

Property owned by the Licensee and its invitees and brought into the premises is the Licensee's sole responsibility and is not covered by the Owner's insurance. The Owner will not be responsible or liable for any loss or damage to such property occurring during or in connection with the Licensee's use of the premises.

8. **Quiet Enjoyment**

The Owner will take all reasonable steps to ensure that the Licensee has quiet enjoyment of the premises.

9. **Cancellation and Termination**

- (a) The Owner may on giving reasonable notice to the Licensee cancel the use of the facilities or any part of them on any particular date or for any period.
- (b) Either party may terminate the licence after giving 3 months notice in writing, without specifying any cause. The Owner may terminate the arrangement without prior notice in the event of non-payment under Clause 2 or for any breach by the Licensee of any Clauses within this agreement.

10. **Other Rules**

The Licensee shall abide by further rules annexed hereto or any other rules from time to time made by the owner and notified by the owner to the User.

11. **Authority To Bind**

The person signing this Agreement on behalf of the Licensee warrants that he/she is authorised by the Licensee to enter into this agreement on its behalf and appoints a contact person as set in Item 7 of the Schedule and will accept personal responsibility for any unpaid or outstanding lease payments.

12. **Indemnity**

The Licensee will indemnify the Owner and hold harmless from and against all damages, costs, actions, claims and demands which may be sustained or suffered or covered against the Owner by the Licensee, its servants, employees or any other person whatsoever

13. **Insurance**

The Licensee will obtain and keep in force a public liability insurance policy with an insurance company licensed by the Insurance Act 1973 (as amended), for an indemnity of not less than the amount set out in Item 8 of the Schedule against any damage to the property or any legal liability arising from the use of the property. Prior to the commencement of the licence the Licensee will provide a Certificate of Currency of Insurance to the Owner.

14. **Copyright**

It is a condition of the agreement that where the premises may be used for a performance of a musical, literary or dramatic work the Licensee will obtain any necessary copyright permission. The Licensee hereby acknowledges that it will indemnify the owner against any liability arising out of the Copyright Act (as amended). If unauthorized or copyright material is used without the appropriate permission, the Licensee's nominated representative accepts full and personal liability for any infringements.

15. **Safety of Children and Legal Compliance**

Comply with all law affecting or relating to the User’s use and occupation of the licensed area, including but not limited to its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations. (Users who are unsure of their child safety obligations are directed in the first instance to <http://ucavictas.org.au/keepingchildrensafe/wp-content/uploads/2017/09/KCS4 - Code - of - Conduct - fillable.pdf>)

16. **Building Safety**

All Licencee and guests in the building are to follow the instruction of the Office Manager or Property Committee representative in case of emergency where there might be need to evacuate the premises.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands.

SIGNED on behalf of THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST [VICTORIA] by its authorised representative of the Glen Waverley Congregation

.....Title:.....

SIGNED on behalf of the Licensee

.....Title:.....

.....Title:.....