

THIS MEMORANDUM OF UNDERSTANDING

is made on 5th April 2014

BETWEEN: THE UNITING CHURCH IN AUSTRALIA – Glen Waverley Uniting Church c/- Warren Greenwood [“ GWUC”] of the first part;

AND THE UNITING CHURCH IN AUSTRALIA – Mulgrave Uniting Church – Indonesian Congregation c/- Sherah Kurnia [“ MUCIC”] and the Rev Ayub Jahja (their nominated placement in terms of this agreement) of 19 Southdown Ave, Glen Waverley, of the second part;

WHEREAS

- A. GWUC is the beneficial owner of the property situated at 19 Southdown Avenue, Glen Waverley (hereinafter called “the premises”).
- B. GWUC does not require the use of the premises at the present time, and wishes to make it available for UCA use as per UCA regulations.
- C. GWUC has agreed to lease the premises to **THE UNITING CHURCH IN AUSTRALIA – Mulgrave Uniting Church – Indonesian Congregation**, to be occupied by Rev Ayub Jahja and his family.

NOW THIS MEMORANDUM WITNESSES:

1. PREMISES

GWUC lease to MUCIC the premises subject to the terms and conditions set out herein.

2. RENT

MUCIC will pay to GWUC in accordance with the UCA Regulations, the equivalent of the annual manse allowance as set by Synod, or an amount as agreed, each calendar month for the period of this MUA. This amount will vary annually as per the UCA Regulations.

3. PERIOD

3.1 The period of the agreement shall be up to 10 years commencing *8th of April 2014*

3.2 If GWUC wishes to end this agreement earlier, GWUC will provide MUCIC with 6 months written notice.

3.3 If MUCIC wishes to end this agreement earlier, MUCIC will provide GWUC with at least 6 months written notice.

4. CONDITIONS OF THE PREMISES

MUCIC (or its nominated placement) shall ensure that the premises are maintained in good repair.

5. DAMAGE TO THE PREMISES

5.1 MUCIC (or its nominated placement) shall make sure that care is taken to avoid damaging the premises.

5.2 MUCIC (or its nominated placement) its servants, agents and/or invitees are responsible for any damage incurred by people who come to or use the premises. MUCIC (or its nominated placement) its servants, agents and/or invitees are responsible for any consequent cleaning and repairs of carpets, walls, cupboards and doors.

5.3 MUCIC (or its nominated placement) shall give notice to GWUC of any damage to the premises as soon as MUCIC (or its nominated placement) becomes aware of any such damage.

6. CLEANLINESS OF THE PREMISES

6.1 GWUC shall make sure that the premises are in a reasonably clean condition on the day on which this agreement comes into effect.

6.2 MUCIC (or its nominated placement) shall keep the premises in a reasonable clean condition during the period of the agreement.

6.3 At the expiration of this MUA, MUCIC (or its nominated placement) will leave the premises as found on the commencement of this MAU, with all contents as they are at the date of this MUA.

7. REPAIR OF THE PREMISES

7.1 GWUC or its contractors may enter the premises to carry out structural repairs and/or improvements deemed necessary by GWUC, where a minimum 24 hours prior notice has been provided to MUCIC occupants or as agreed with the occupants to reflect the nature of any repairs. In the event that any statutory permits are required, GWUC will comply with such requirements prior to works being undertaken.

7.2 At the expiration of this MUA, MUCIC will "make good" any of the unwanted renovations made to the property during the period of this MUA.

8. ALTERATIONS OF PREMISES

8.1 MUCIC (or its nominated placement) shall not undertake any structural or other alterations to the premises without obtaining the prior written approval of GWUC, and MUCIC (or its nominated placement) shall meet all costs of the approved alterations.

9. USE OF THE PREMISES

- 9.1 MUCIC (or its nominated placement) shall not use or allow the premises to be used for any illegal or political purposes.
- 9.2 MUCIC (or its nominated placement) shall not use or allow the premises to be used in such a manner as to cause a nuisance.
- 9.3 MUCIC (or its nominated placement) shall ensure that nothing indecent, obscene or suggestive is to be displayed in, on or around the property.
- 9.4 MUCIC (or its nominated placement) will ensure that the property is used in accordance with the policies and principles of the Uniting Church of Australia.

10. QUIET ENJOYMENT

- 10.1 GWUC shall take all reasonable steps to make sure that MUCIC (or its nominated placement) has quiet enjoyment of the premises, other than the normal day-to-day activities of adjacent GWUC complex, including such activities as Fete's, Festivals and events celebrated in the Uniting Church of Australia.

11. ASSIGNMENT OR SUB-LETTING

- 11.1 MUCIC (or its nominated placement) shall not assign or sub-let the whole or any part of the premises without the written consent of GWUC, but such consent shall not be unreasonably withheld.

12. Monash Uniting Church COVENANTS

MUCIC (or its nominated placement) shall:

- (a) Pay all charges in respect of the use of electricity, gas, oil, telephone, Internet and any rates including water by measure or share of a combined bill.
- (b) Not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium. MUCIC (or its nominated placement) shall pay to GWUC all increased premiums and other expenses incurred as a consequence of any breach of this term.
- (c) Indemnify GWUC for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by MUCIC (or its nominated placement) or its servants, agents, invitees or any other person on the premises with the consent of MUCIC (or its nominated placement). Without limiting the generality of the foregoing, MUCIC (or its nominated placement) shall indemnify GWUC for the cost of repairs to plumbing blockages caused by the negligence or misuse by MUCIC (or its nominated placement).
- (d) Notify GWUC immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the occupiers Liability Act 1983.

- (e) Indemnify GWUC against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by MUCIC (or its nominated placement), his servants, agents and/or invitees.
- (f) Not paint or affix any sign or any antenna onto the premises or affix any nail, screw fastening or adhesive to the interior of the premises without the prior written consent of GWUC which consent shall not be unreasonably withheld subject to the other provisions of this agreement.
- (g) Upon the termination of the agreement deliver all keys to the premises to GWUC. MUCIC (or its nominated placement) agrees to continue to be responsible for the property care until the keys are delivered.
- (h) MUCIC (or its nominated placement) shall ensure that all rubbish, including cartons and newspapers are deposited in the proper rubbish receptacles as required by the local Council, and provided by GWUC.
- (i) Comply with any act, regulation, rule or direction of any statutory body or other competent authority.
- (j) Ensure that noise from the premises is at a level acceptable to neighbours.

13. GWUC COVENANTS

GWUC shall:

- (a) Install or Maintain safety equipment such as smoke alarms, as appropriate or required by law.
- (b) Respond to all requests for repair or maintenance in a manner appropriate to the need at the time.

14. REINSTATEMENT

GWUC and/or UCAVic shall not be obliged to reinstate the premises in the event that the premises are destroyed totally or to an extent as to be rendered unsafe.

15. MAINTENANCE OF GROUNDS

In respect of the premises, MUCIC (or its nominated placement) its servants, agents and/or invitees shall maintain the grounds and nature strips of the premises in a neat and tidy condition.

16. AMENDMENT

This agreement may be amended by agreement in writing and signed by both GWUC and MUCIC (or its nominated placement).

IN WITNESS WHEREOF the parties have signed this MUA on 8th April 2014:

SIGNED for and on behalf of **GLEN WAVERLEY UNITING CHURCH**

Church Council Chairperson:

Church Council Secretary:

SIGNED for and on behalf of **Mulgrave Uniting Church – Indonesian Congregation**

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SIGNED for and on behalf of **THE UNITING CHURCH IN AUSTRALIA – SYNOD OF VICTORIA (UCAVIC)**

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