



## Non-exclusive use from time to time of church premises

Name of congregation:

### Agreement made

Date:

Between the Uniting Church in Australia Property Trust (Q.) ("the Church")

And:  ("the User")  
of (address):   
Phone:

Description of premises to be used   
Purpose of use   
Single use (date):  (times):   
Ongoing use (dates):  (times):

**Note:** Licence Agreement will lapse 12 months from the date of the Agreement. Should the use be ongoing after this time, a new Licence Agreement should be entered into. A new licence agreement will be required from the date of the agreement if this agreement is for ongoing use. Conditions pertaining to early termination of this agreement are detailed in clause 8.

Terms of Payment and/or  \$

1. The parties agree that the User and the User's servants and agents and all persons duly authorised by the User will have the use of the premises for the period or periods and for the purpose described above.
2. The User will not do or allow any act, or make or allow any omission which will cause damage to the premises or its contents, nor conduct any activity in breach of any statute or the regulations of any Federal, State, local or public authority and, in particular, but without limiting the generality of the foregoing, the Copyright Act 1968, the Noise Abatement Act 1978 (as amended), the Ordinances and the by-laws of any Local Authority relating to the emission from premises of noise, or which is prohibited by the by-laws of the Uniting Church.
3. The User will keep the premises in a clean and tidy condition and as they were at the commencement of use by the User and will provide adequate supervision to ensure the safety of all people associated with their activity/ies on the premises and will leave the premises securely closed and locked.
4. The User will pay to the Church the costs of any damage or loss to the premises or its contents which arises as a result of the use of the premises by the User.
5. The User will report all incidents, hazards or damage to the premises to the Church immediately.
6. The User indemnifies the Church from and against all claims, demands, actions, costs and expenses arising out of, in connection with or caused by the User's use of the premises. Nothing in this clause will limit the Church's liability or responsibility for its acts, omissions or negligence to the extent the Church causes or contributes to the loss or damage.
7. The User agrees to effect public liability insurance for an amount of not less than \$5 million per occurrence and to provide a Certificate of Currency to the Church prior to commencement of the hire period. The User agrees to keep the policy in force for the duration of the hire period.
8. If this agreement is for an on-going use, it may be terminated in relation to any future use of the premises upon either party giving  days written notice to the other PROVIDED HOWEVER that the User will remain liable for any licence fees owing to that date and, except where the agreement is determined by the Church without default on the part of the User, the User will also remain liable for any licence fees payable in respect of the period of use for which the User has reserved Church premises. (\*if number of days is left blank, default period will be 7 days.)
9. The User will pay in addition to the Licence Fee the amount of GST payable (if any) by the Church in relation to the supply.
10. The User acknowledges receipt of the Conditions of Hire of the Church and agrees to those conditions.

Please proceed to signing page.



**Congregation/department:** You must provide the user with the fire safety procedures for the nominated property.

**Signed** by the User on date herein before mentioned

I confirm I am responsible for the safety of all people on the site attending or involved in the nominated activity.

Signed by the User

I confirm that I have received and understood the fire safety procedures for the Premises.

Signed by the User

**Licence Agreement Signed** by the parties hereto on the date herein before mentioned.

Signed by the User

Consent of the Church

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Name of person giving consent

Position

Signed for and on behalf of the Uniting Church in Australia Property Trust (Q.)