



Licence Agreement (Victoria) – Instruction Sheet

NOTE: NO LICENCE AGREEMENT IS REQUIRED FOR ACTIVITIES OR EVENTS HELD OR ARRANGED FOR OR ON BEHALF OF THE LOCAL CHURCH CONGREGATION

IMPORTANT CHECKLIST FOR CONGREGATION TO COMPLETE:

- This agreement is for a hall/meeting room hire or similar arrangement using church premises for one-off use or regular use for a consecutive period of less than 12 months (including any previous occupancy). Please contact Synod Property Services regarding agreements longer than 12 months and renewals.
- User is a company with ACN number or an individual. (If **unincorporated group** then one or more individuals need to undertake responsibility for signing the licence agreement).
- User is not being granted exclusive possession of church premises (please contact Synod Property Services for clarity on the meaning of ‘exclusive possession’).
- User is not using the church premises for a business enterprise where income is or expected to be more than \$10,000 per year.
- Congregation has received an Insurance Certificate of currency from User and verified that the name on the Certificate matches the User’s name on the licence agreement.
- User is being charged a fair and reasonable **market** licence fee plus GST. Please contact Synod Property Services if you wish to discuss an appropriate licence fee or applicability of GST.
- User has been alerted to clause 2(c) of the **Conditions of Use** regarding their obligation to comply with all laws and standards relevant to their permitted use, including working with children checks and mandatory reporting legislation. Users who are unsure of their child safety obligations are to be directed in the first instance to <http://ucavictas.org.au/keepingchildrensafe/wp-content/uploads/2017/09/KCS4-Code-of-Conduct-fillable.pdf>
- Plan of premises is attached to the licence agreement and marked “**Annexure A**” with licensed area hatched. Please contact Synod Property Services if you need assistance with this.
- Safety rules or evacuation plans (if any) are attached to the agreement, marked “**Annexure B**”. If your Church does not have any rules or plans, please contact Synod Property Services for assistance.
- Confirm the proposed use of the land by the User is permitted by the zoning of the Church land. If unsure, please contact Synod Property Services.
- Congregation to provide Synod Property Services (property@victas.uca.org.au or 130 Little Collins St, Melbourne VIC 3000) with a scanned Insurance Certificate of Currency, Copy of the signed Licence Agreement and completed checklist. Also to advise:

> any licence for a term of more than 8months	<input type="checkbox"/> No	<input type="checkbox"/> Yes
> any licensed area used primarily by children under the age of 12	<input type="checkbox"/> No	<input type="checkbox"/> Yes
> (Ongoing) – Any rent arrears outstanding for more than 3 months	<input type="checkbox"/> No	<input type="checkbox"/> Yes

Unsure about anything? – Call Synod Property Services (03) 9251 5949

.....
Signed and acknowledged on behalf of _____ Uniting Church
(insert congregation name)

.....
Date



LICENCE AGREEMENT (VIC)

DATE _____ (*insert date of signing*)

PARTIES

Name _____ Uniting Church (*insert name of Congregation*)
on behalf of **The Uniting Church in Australia Property Trust (Victoria)**

Referred to as: (the **Church**)

Details Address: _____
Email: _____
Contact Person: _____
Phone: _____

Name _____

Referred to as: (the **User**)

Details Address: _____
Email: _____
Contact Person: _____
Phone: _____

THE PARTIES AGREE:

- A. The Uniting Church is the owner of the property at _____ (*specify address*) including the licensed area described as _____ (*describe licensed area eg hall, meeting room*) and marked with hatching on the attached plan being “**Annexure A**”.
- B. The Church has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the licensed area in accordance with this licence agreement (‘agreement’) which includes the attached **Conditions of Use**.
- C. The User agrees to use and occupy the licensed areas on the terms and conditions of this agreement for the permitted use of: _____ (*specify User’s purpose eg dance class, craft group*).

1. KEY TERMS OF AGREEMENT

1.1. Commencement Date and End Date

This agreement will continue for the term, commencing on _____ (*date*) and ending on _____ (*date*), subject to any earlier termination or extension granted in accordance with this agreement. (**NB. initial term to be no longer than 12 months**).



1.2. **Licensed Area to be used**

The Church allows the User to use and access the licensed area hatched on the attached sketch plan being **Annexure A** and any specified furniture, fittings and equipment as follows:

Chairs	<input type="checkbox"/>	Toilet facilities	<input type="checkbox"/>	Piano/ organ	<input type="checkbox"/>
Tables	<input type="checkbox"/>	Kitchen facilities	<input type="checkbox"/>	Car parking-shown on plan	<input type="checkbox"/>

Other included facilities/ items: _____

1.3. **Scheduled Hours**

Unless otherwise agreed between the parties, the licensed area will be used only on the following days and times (*please complete eg Monday 4pm-5pm*):

Monday	_____	Friday	_____
Tuesday	_____	Saturday	_____
Wednesday	_____	Sunday	_____
Thursday	_____		

Including/Excluding public holidays (*delete inapplicable*) Including/Excluding School Holidays (*delete inapplicable*)

OR List specific hours and dates: (*eg 7:00pm - 9:00pm, Aug 23^d and 24th, Oct 18th and 19th*)

_____ (*hours and dates*)

1.4. **Licence Fee**

The licence fee payable by the User will be calculated as follows:*

Usage fee (minimum \$1)	\$ _____	per usage/ week/ month (<i>delete as applicable</i>)
Electricity/ gas/ water contribution (if any)	\$ _____	
Cleaning Surcharge (if any)	\$ _____	
GST (if any) *	\$ _____	
Total	\$ _____	

*GST is payable if the Church Congregation is registered for GST and issues a tax invoice upon demand to the User. Church to notify User if GST is payable.

1.5. **Frequency of Use**

One-off User **Regular User**
(go to clause 1.8) *(go to clause 1.6)*

1.6. **Option to Renew**

This agreement may be renewed at the end of the term subject to both parties agreeing to the renewal and there being no breach of this agreement and the new term and licence fee being agreed. The User must give notice of its intention to renew no later than the date 3 months before the expiry date of the term.

1.7. **Termination**

- (a) Either party may give written notice of the termination of this agreement for any reason, provided that 1 month's notice is given.
- (b) The Church may terminate the agreement immediately if the User is in breach of any of the terms of this agreement and fails to remedy the breach within 7 days of receiving a written notice specifying the breach.



1.8. **Payment of Licence Fee**

- (a) One off User – licence fee shall be paid at any time prior to occupation.
- (b) Regular User – licence fee (or pro rata part thereof) shall be paid on the 1st day of each month.
- (c) Payment may be made:

A. By cheque made payable to OR

“_____” Uniting Church
(insert Congregation name)

Please send cheque:

Attention _____

B. By bank direct deposit to Church:

Account Name _____
BSB _____
Account number _____
Reference: _____

1.9. **Payment of Security Deposit**

A security deposit of \$ _____ (insert amount not less than \$200) shall be paid (via payment method at 1.8) prior to the User’s occupation of the licensed area as security against any damage or cost incurred as a result of the User’s occupation. If there is no breach of conditions, damage or extra cleaning costs, the security bond shall be returned in full to the User’s bank account as follows:

User’s Account Name _____
BSB _____
Account number _____
Reference: _____

1.10. **Funerals**

The User’s use and occupation of the licensed area under this agreement is granted subject to the Church’s right to use that area, where required, for the purpose of funerals on the condition that a minimum of 3 days’ notice is given by the Church.

1.11. **Resolution of Dispute**

If a dispute arises regarding any matter under this agreement, the parties’ representatives will meet and discuss the matter and endeavour to resolve the dispute by direct negotiation using their best endeavours and acting in a spirit of co-operation.

1.12. **Amendment of Agreement**

Terms 1.1 to 1.5 and 1.8 to 1.9 in this agreement may be reviewed at any stage, at the request of either party, and may be amended with the consent, in writing, of both parties.



SIGNING PAGE

SIGNED by the CHURCH by its authorised Church Council representative

in the presence of:

Signature

Signature of witness

Name and role

Name

SIGNED by the USER by its authorised representative

in the presence of:

Signature

Signature of witness

Name and role

Name

The User acknowledges that they have received, read and understood the attached **Conditions of Use**.

For and on behalf of the User



Conditions of Use

The parties agree that for payment of the licence fee, the User and all persons acting on behalf of the User shall have the non-exclusive right to use and occupy the licensed area for the User's permitted use for the term on the agreed days at the agreed times, on the conditions of use as set out below.

1. The following expressions will have the following meanings:

The Church means The Church Council of the Uniting Church Congregation having the control of the licensed area and includes its ministers, members and employees and The Uniting Church in Australia Property Trust (Victoria).

The User means the person, group or organisation using the licensed area, together with the representatives, office bearers and employees of the user.

The licensed area means that part of the Church's property used or occupied by the User, and includes any specified furniture, fittings and equipment therein owned or supplied by the Church and specified in clause 1.2 of this agreement.

2. At all times during the term, the User must:

- (a) pay the licence fee on time, without demand;
- (b) only use the licensed area for the permitted use;
- (c) comply with all laws 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;
- (d) obtain and keep current all licences (including copyright licences), authorisations, permits (including any planning permit required for the User's permitted use), accreditations, professional indemnity insurance (if applicable) and any other approvals necessary to comply with the permitted use of the licensed area;
- (e) comply with all rules or directions of the Church's representatives as notified to the User from time to time, including any safety rules or evacuation plans in existence which may be annexed to this agreement as **Annexure B**;
- (f) provide a safe environment to its guests, patrons and employees;
- (g) keep the licensed area in a clean and tidy condition;
- (h) avoid any noise or action which will interfere with the Church's activities or neighbours;
- (i) avoid any action which is contrary to the Church's mission, reputation or activities in the community;
- (j) avoid any action which would cause damage or allow damage to the licensed area or other Church property or which may invalidate or increase the premium of any Church insurance policy. Should any damage occur for any reason during the User's occupancy or use under this licence agreement, the User shall notify the Church as soon as practicable and pay on demand the reasonable costs of such damage or loss;



- (k) not permit the smoking of any substance, or the consumption of drugs within the licensed area or on Church property. Service or consumption of alcohol in the licensed area is only permitted with prior written consent from the Church.
 - (l) not to make any alterations or additions to the licensed area;
 - (m) leave the licensed area securely closed and locked with all lights, heaters and other appliances turned off or as otherwise directed by the Church;
3. The User must have a Public Liability Policy of at least \$10,000,000. This Policy should be unlimited in the aggregate and note the interest of The Uniting Church in Australia Property Trust (Victoria). The User can apply for Hirer's Public Liability Insurance with the Uniting Church if the licensed area is to be used for a maximum of 15 days per year. Please contact Synod Insurance Services to apply on 9251 5426 or insurance@victas.uca.org.au.
 4. The User will indemnify and hold harmless the Church against all costs, liability, loss or damage caused to the Church as a result of:
 - (a) damage or injury to any property or person caused by the User, its employees, agents or invitees;
 - (b) a breach by the User of its obligations under this agreement; or
 - (c) any negligent act or omission by the User, its employees, agents or invitees in the performance of or in connection with the User's use and occupation of the licensed area.
 5. Property owned by the User and its invitees and brought into the licensed area is at the User's sole risk. The Church 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 licensed area.
 6. The Church shall not be liable to the User for any loss or damage which the User may incur due to the licensed area not being available to the User for any reason beyond the control of the Church.
 7. The right of the User to use the licensed area will not grant the User permission to use equipment in the licensed area or to store the User's items in the licensed area except as specified in this agreement and then only in accordance with any directions given by the Church.
 8. The User warrants and undertakes to the Church that no use of the licensed area will be for retail purposes and that the User will not do anything which will have the provisions of the Retail Leases Act 2003 (Vic) apply to this agreement.
 9. The User acknowledges that this agreement shall not be capable of assignment, transfer, subletting or granting of any interest to any other person by the User and the rights conferred by this licence agreement are personal to the User only.
 10. The User acknowledges that it has satisfied itself as to the state and condition of the licensed area and the items used in the construction of the licensed area, and the User covenants with the Church so it will not require the Church to carry out any works or repairs with respect to the licensed area to make it fit for the intended use by the User.
 11. The User agrees that this agreement does not give rise to a leasehold interest in the licensed area, only a short-term right of non-exclusive use in accordance with the terms of this agreement.



The Uniting Church in Australia – Synod of Victoria and Tasmania

SYNOD PROPERTY SERVICES Phone: (03) 9251 5419

Email: property@victas.uca.org.au

ANNEXURE A

(Plan of premises with licensed area hatched and showing location of any car-parking)



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ANNEXURE B

(Safety rules or evacuation plans and any other rules or directions required by the Church, including who to contact for collection of keys etc.)