

# Licence Agreement for use of an Anglican Hall or Rooms (excluding Church Building) as a Polling Place

This Agreement is made on the date specified in **Item 1** of the schedule annexed hereto (the "**Schedule**") between the following parties -

1. The Wardens at the date hereof of the church or parish specified in **Item 2** of the Schedule (the "**Licensor**"); and
2. The electoral organisation specified in **Item 3** of the Schedule (the "**Licensee**").

## Recitals

- A. Pursuant to Rule 3.12 of Schedule 1 (and Rule 3.11 of Schedule 2) to the [Parish Administration Ordinance 2008](#) the Licensor may grant licenses for the use of the premises specified in **Item 4** of the Schedule (the "**Premises**").
- B. The Licensee has requested that the Licensor grant a licence to the Licensee to permit the Licensee to use the Premises.
- C. The Licensor has agreed to grant a licence on the terms set out in this agreement.

**In consideration of the mutual promises contained in this agreement, the parties agree as follows -**

## Grant of Licence

1. The Licensor grants to the Licensee a non-exclusive licence to –
  - (a) use the Premises on the date specified in **Item 5** of the Schedule during the hours specified in **Item 6** of the Schedule;
  - (b) gain access to the premises on the previous afternoon/evening to set up the polling place;
  - (c) store cardboard election material/equipment up to 10 days prior to the date specified in **Item 5** of the Schedule;on and subject to the terms and conditions in this Agreement.
2. The Licensor undertakes to ensure the Premises are in a clean and tidy state ready for the Licensee to set up as a polling booth at the time in subclause 1(b).
3. The Licensor will minimise interference with the Licensee's use of the Premises and will comply with the Licensee's security requirements.

## Licence Fee

4. The Licensee agrees to pay to the Licensor, before the date specified in **Item 5** of the Schedule, the fee specified in **Item 7** of the Schedule.

## Licensee's Obligations

5. The Licensee agrees with the Licensor as follows - the Licensee will use the Premises for the purpose specified in **Item 8** of the Schedule and for no other purpose;
  - (a) the Licensee will not damage the Premises and, if the Licensee does damage the Premises, the Licensee will promptly -
    - (i) make good such damage; or
    - (ii) pay on demand to the Licensor the cost of making good such damage, as the Licensor may elect;
  - (b) the Licensee will securely lock the Premises and return all keys to the Premises to the Licensor;
  - (c) the Licensee will not do or permit to be done on the Premises anything which is unlawful, or which will or may cause a nuisance to any person;
  - (d) the Licensee will, on the receipt of an invoice from the Licensor, reimburse the

- reasonable cost of the Licensor cleaning the Premises at the end of the licence;
- (e) the Licensee will comply with all directions given by the Licensor (or any of them) to the Licensee in relation to the use by the Licensee of the Premises; and
  - (f) the Licensee will hold public liability insurance cover with a limit of at least \$20 million in respect of all of the Licensee's activities on the Premises and make available a "certificate of currency" confirming this cover.

#### **Other Matters**

- 6. (1) If the Licensor is liable to pay GST in respect of any amount paid or payable by the Licensee under this agreement by way of indemnification against any action, claim, demand, loss, damages, cost, or expense which the Licensor is or may be liable to pay, the amount payable by the Licensee is to be increased to include the GST payable by the Licensor to the extent the Licensor is not entitled to claim an input tax credit in respect of any GST included in such action, claim, demand, loss, damages, cost, or expense.
- (2) In this clause "Licensor" means -
  - (a) the Wardens at the date hereof of the church or parish specified in **Item 2** of the Schedule; and
  - (b) the Anglican Church Property Trust Diocese of Sydney or other registered proprietor of the Premises.

#### **COVID Special Conditions: Licensee's Obligations - General**

- 7. Without limiting any other provision of this licence, the Licensee is required at all times in relation to its use and occupation of the Premises:
  - (1) to comply with all Laws and Requirements (including Public Health Orders) that apply to the Licensee, and
  - (2) to comply with Public Health Orders applicable to the Premises or the Permitted Use as if it were the 'occupier' of the Premises.

#### **Political Neutrality**

- 8. The Licensor:
  - (1) acknowledges and respects the Licensee's strict political neutrality with respect to referenda and agrees not to jeopardise the Licensee's political neutrality by any act or omission;
  - (2) acknowledges that the Licensee must, at all times, ensure the security, integrity and accountability of any sensitive referenda material (e.g., ballot papers) or related equipment; and
  - (3) will not impede the Licensee from carrying out the Licensee's responsibilities and will notify the Licensee immediately if it identifies any event that is likely to impede the Licensee from carrying out the Licensee's responsibilities.

#### **Definitions**

- 9. In this licence:

**"Law"** includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future and whether state, federal or otherwise.

**"Public Health Order"** means an order made by a Minister of the NSW Government under the Public Health Act 2010 (NSW).

**"Requirement"** includes any requirement, notice, order, direction, consent, approval, recommendation, guideline, stipulation or similar notification received from, required or given

by any Authority or under any Law, whether in writing or otherwise, and regardless of to whom it is addressed or directed.

Executed by the parties as an agreement -

Signed by the Licensor in the presence of -

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Warden

\_\_\_\_\_

Witness

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Warden

\_\_\_\_\_

Name (Please Print)

\_\_\_\_\_

Warden

Signed for and on behalf  
of the Licensee in the presence of -

\_\_\_\_\_

Witness

\_\_\_\_\_

Returning Officer

\_\_\_\_\_

Name (please print)

\_\_\_\_\_

Name (please print)