

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

## Notice to Churchwardens

(this page does not comprise part of the attached form of licence agreement)

1. Clause 20A of the Church Administration Ordinance 1990 gives churchwardens a limited power to enter into licence agreements (not leases) as principals rather than as agents of the Property Trust. The limits which apply to the churchwardens power to licence are -
  - (a) the use of the property by the licensee must not be prohibited by law or by the trusts on which the property is held;
  - (b) the terms upon which the licensee is to be permitted to use the property must be documented in a form last approved by the Property Trust;
  - (c) the period during which the licensee is permitted to use the property must not exceed 5 years;
  - (d) the amount payable by or on behalf of the licensee for the licence must be not more than \$20,000 per annum, or such other amount as may be determined by the Standing Committee by resolution from time to time;
  - (e) the granting of the licence must be approved in writing by the archdeacon of the region in which the church is situated, and the majority of the parish council of the parish.
2. Attached is the standard form licence agreement which has been approved by the Property Trust as generally suitable for use by churchwardens **for use of an Anglican Hall or Rooms (excluding Church Buildings) as a Polling Place**. This form of agreement was approved by the Property Trust on **3 September 2004**. The churchwardens should ensure they use the form of agreement last approved by the Property Trust. This can be checked by obtaining a copy of the appropriate form from the diocesan web page [www.sydney.anglican.asn.au/synod](http://www.sydney.anglican.asn.au/synod) or by contacting the Property Trust on 9265 1579.
3. The form of agreement will cease to be in an approved form if the churchwardens make any amendment to the agreement (other than the completion of the necessary details in the schedule to the agreement) which has not been specifically authorised by the Property Trust. As a general policy the Property Trust will not agree to amendments which have the effect of reducing the insurance requirements and the application of the social covenants. If the churchwardens intend to use the approved form of licence without amendment, the agreement does not have to be submitted to the Property Trust for approval.
4. Before exercising the power to grant a licence under clause 20A, the churchwardens should -
  - (a) consider whether additional provisions should be included in the agreement to meet the specific requirements of the licence and/or to further protect the interests of the churchwardens as licensor; and
  - (b) ensure that the power is exercised subject to the following provisions:
    - (i) clause 18 of the Church Administration Ordinance 1990 relating to the minister's role in sanctioning the use of church property; and
    - (ii) part 3 of the Church Grounds and Buildings Ordinance 1990 relating to the persons who are permitted to officiate in churches and the rules about the use of churches; and
    - (iii) the Use of Church Property Ordinance 1995 setting out the specific rules which apply before a licensed or consecrated church building can be used by a church of another denomination; and
  - (c) ensure the matters referred to in paragraphs 1(a), (c), (d) and (e) above are complied with (for more details see Property Trust's *Guidelines for Leases and Licence Agreements*).
5. If the churchwardens choose to enter into a licence agreement using their powers under clause 20A, they will assume the legal obligations of the licensor under the agreement. Part of those obligations include ensuring stamp duty and GST are paid on the agreement as necessary.

## **Licence Agreement**

**for use of an Anglican Hall or Rooms  
(excluding Church Buildings)  
as a Polling Place**

**Licensor: Churchwardens**

**Schedule to the Licence Agreement made on the date specified in Item 1 between the Churchwardens of the Church specified in Item 2 and the Licensee specified in Item 3**

<b>Item 1</b>	<i>date of agreement:</i>
<b>Item 2</b>	<i>name and suburb/town of Church and ABN</i> (ie. the church to which the Premises are appurtenant)
<b>Item 3</b>	<i>Licensee's name, address and ABN:</i> (ie. the electoral organisation which wishes to use the Premises)
<b>Item 4</b>	<i>description of Premises:</i> (eg. "the hall at the rear of St Andrew's Anglican Church Sydney")
<b>Item 5</b>	<i>date of hire:</i> (eg. "ASaturday 27 March 2001")
<b>Item 6</b>	<i>hours of use:</i> (eg. "between 7.00 am and 10.00 pm")
<b>Item 7</b>	<i>fee (GST-inclusive):</i> (ie. to be paid in accordance with clause 2)
<b>Item 8</b>	<i>use:</i> (eg. "state election" or "referendum")

**Other information in relation to the premises:**

Contact	(eg. name & phone number)
Facilities	(eg. furniture, phone, toilets, disabled access)
Payment	(eg. cheque or direct credit to bank account ..... details)

## **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 churchwardens at the date hereof of the church 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. The Licensor may pursuant to clause 20A of the Church Administration Ordinance 1990 grant licences for the use of the premises specified in **Item 4** of the Schedule (the "Premises").
- B. 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.

### **Licence Fee**

2. 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**

3. The Licensee agrees with the Licensor as follows -
  - (a) the Licensee will use the Premises for the purpose specified in **Item 8** of the Schedule and for no other purpose;
  - (b) 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;
  - (c) the Licensee will securely lock the Premises and return all keys to the Premises to the Licensor;
  - (d) 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
  - (e) the Licensee will comply with all other 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 obtain public liability insurance cover with a limit of at least \$20 million in respect of all their activities on the Premises and make available a "certificate of currency" confirming this cover.

**Other Matters**

- 4. (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 churchwardens at the date hereof of the church specified in **Item 2** of the Schedule; and
  - (b) the Anglican Church Property Trust Diocese of Sydney or other registered proprietor of the Premises.

Executed by the parties as an agreement -

Signed by the Licensor in the presence  
of -

\_\_\_\_\_  
Churchwarden

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Churchwarden

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Churchwarden

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Returning Officer

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)