

Licence for the Casual (One-Off) use of an Anglican Church Building, Hall or Other Facility (eg, wedding reception, birthday party or other private function)

This Agreement is made on the date specified in **Item 1** between the following parties –

1. The wardens specified in **Item 2** (the “Licensor”), and
2. The person, organisation or corporation specified in **Item 4** (the “Licensee”).

Recitals

- A. The Licensor may, pursuant to the Parish Administration Ordinance 2008, grant licences for the use of 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 –

1. Interpretation

- (a) In this licence, unless the context otherwise requires –

“**Authority**” includes:

- (a) any government in any jurisdiction, whether federal, state or local; and
- (b) any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Premises or any part of them or anything in relation to them.

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

“**Licensee's Employees and Visitors**” includes those people who are on the Property or the Premises for the purpose of, or in relation to, the Permitted Use.

“**Licence Fee**” means the hourly rate specified in **Item 9** multiplied by the number of hours from the entry time to the exit time specified in **Item 8**.

“**Permitted use**” means the purpose specified in **Item 13**.

“**Premises**” means the building specified in **Item 7** that is on the Property.

“**Property**” means the site at the address specified in **Item 6**.

“**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.

- (b) Where a word or phrase is defined, its other grammatical forms have corresponding meanings.
- (c) If this licence says that the Licensee must not do a thing, the Licensee must not permit any other person to do that thing, and the Licensee is responsible under this licence as if the Licensee had personally done that thing.
- (d) A reference to an item in this Agreement is a reference to that item in the Schedule.

2. Grant of Licence

- (a) The Licensor has agreed to grant a licence to the Licensee to use the Premises on the date, and for the period, specified in **Item 8**.
- (b) The Licensee may use the items in the Premises specified in **Item 15** in conjunction with the Permitted Use.

- (c) The Licensee must not enter the Premises before the entry time specified in **Item 8** and must vacate the Premises on or before the exit time specified in **Item 8**.

3. Licensee Not to Assign

The Licensee may not assign or sub-let this licence without the consent of the Licensor.

4. Licence Fee

- (a) The Licensee is to pay the Licence Fee to the Licensor or to such person as the Licensor directs at least 7 business days prior to the date specified in **Item 8** unless otherwise agreed with the Licensor.
- (b) The Licence Fee is inclusive of GST.
- (c) The Licence Fee is not refundable unless otherwise agreed by the Licensor.

5. Bond

- (a) The Licensee is to pay a bond of the amount specified in **Item 14** to the Licensor prior to the date specified in **Item 8**.
- (b) The Licensor may use the bond towards any costs incurred by the Licensor for repairs, replacement of fixtures or fittings, or cleaning that are attributable to the Licensee's use of the Premises. If any costs exceed the amount of the bond the Licensor will invoice the Licensee for the outstanding amount.
- (c) The Licensor is to return the bond to the Licensee within 7 business days after the date specified in **Item 8** minus any amount deducted under clause 5(b).

6. Use

The Licensee –

- (a) is to only use the Premises for the Permitted Use and for no other purpose,
- (b) is not to use the Premises in any dangerous, offensive, or noxious manner,
- (c) is not to do on the Premises or on the Property anything which in the opinion of the Licensor may be or become a nuisance, disturbance or annoyance to the Licensor or to the owner or occupier of any neighbouring property, or which offends or may offend the religious susceptibilities of members of the Anglican Church of Australia,
- (d) is not to use the Premises for the purposes of "public entertainment" within the meaning of the Local Government Act 1993,
- (e) is not to use the Property or Premises –
 - (i) for any illegal or immoral purposes,
 - (ii) for the sale of tobacco or the promotion of the use of tobacco in any form,
 - (iii) in any way connected with gambling or betting,
 - (iv) for the sale, distribution or consumption of alcohol unless this has been expressly permitted by the Licensor in writing and any conditions imposed by the Licensor in giving permission are met,
 - (v) for the sale, distribution or taking of narcotic drugs (including any prohibited drug, prohibited plant or drug of addiction),
 - (vi) for trade on Sunday, or
 - (vii) for the sale, screening or distribution of publications, films or computer games as marked "RC", "Category 1 or 2 Restricted", "X 18+" or "R 18+" by the Classification Board,
- (f) is not to knowingly do anything –

- (i) which may cause any insurance in respect of the Premises or any building of which the Premises form part to be cancelled or made void or voidable, or
 - (ii) which might cause the premium on any insurance to increase,
- (g) is not to damage or alter the Premises or any furniture or fittings in the Premises,
- (h) must at the Licensee's cost make good any damage to the Premises or to any other building on the Property caused by the act, negligence or breach of this licence by the Licensee or by any of the Licensee's Employees and Visitors,
- (i) is to ensure that all doors and other means of access to the Premises are closed and locked when the Licensee leaves the Premises,
- (j) is to remove from the Premises any property used or rubbish generated by the Licensee, and is to leave the Premises clear, clean and available for use by other persons,
- (k) is to give prompt notice to the Licensor of anything in the Premises likely to cause any danger, risk or hazard to the Premises, or any person, and
- (l) is to return all keys to the Licensor at the end of the licence.

6A. Compliance with Laws and Requirements

Without limiting any other provision of this licence, the Licensee must and must ensure that the Licensee's Employees and Visitors (to the extent required) comply on time with all Laws and the Requirements of Authorities in connection with the Premises, the Licensee's business conducted from the Premises, the Licensee's property and the Licensee's use and occupation of the Premises.

6B. Licensor's right to require the suspension of the Permitted Use

(1) Without limiting any other provision of, or any right of the Licensor under this licence, the Licensor may, by notice in writing to the Licensee, suspend the Licensee's right to use the Premises during any period that the Permitted Use is or will be in breach of any Law or Requirement.

(2) Without limiting any other provision of, or any right of the Licensor under, this licence, if the Licensee fails to comply with its obligations or any of the requirements under clauses 6(a), 6(e)(i), and/or 6A at any time:

- (a) the Licensee must immediately notify the Licensor of the Licensee's failure;
- (b) the Licensor may, by notice in writing to the Licensee:
 - (i) suspend the Licensee's rights to use the Premises for the Permitted Use;
 - (ii) require the Licensee to immediately cease undertaking any activities from the Premises; and
 - (iii) require the Licensee to rectify the failure on the part of the Licensee without delay;
- (c) the Licensee must, on receiving the Licensor's notice provided in accordance with clause 6B(b), immediately cease use of the Premises and use the Licensee's best endeavours to rectify the Licensee's failure without delay.

7. Licensee's Property

Any property owned by the Licensee or by any of the Licensee's Employees and Visitors that may be on the Premises is at the risk of the Licensee, and the Licensor is not liable for any damage, theft, loss or destruction to that property howsoever occurring.

8. Licensee to Obtain Insurance

- (a) The Licensee is to hold or take out and maintain for the duration of the licence a public liability insurance policy for a limit of indemnity of not less than \$10 million.

- (b) The Licensee warrants that the particulars of the insurance held in compliance with clause 8(a) as set out in **Item 12** are true and correct.
- (c) The Licensee must provide to the Licensor, within 2 days of request, a certificate of currency in relation to the policy.

9. Termination of Licence

- (a) The Licensee may terminate this licence by notice to the Licensor at any time up to 7 business days prior to the date specified in **Item 8**.
- (b) The Licensor may terminate this licence immediately –
 - (i) if the Licensee fails to pay the licence fee or bond in accordance with clauses 4 and 5 respectively,
 - (ii) if the Licensee breaches any other provision of this licence and does not immediately comply with any lawful and reasonable instruction from the Licensor requiring the Licensee to desist from or rectify such breach, or
 - (iii) the use of the Premises for the Permitted Use by the Licensee is or will be in breach of a Law or Requirement.
- (c) Termination is without prejudice to the rights of the Licensor in respect of any breach or non-observance of any provision of this licence by the Licensee which occurs before termination.

10. Service

- (a) A notice served under this licence must be in writing and properly signed by the party giving the notice.
- (b) A document under or relating to this licence –
 - (i) may be served on the other party at the address, email address or fax number shown in **Item 3** or **Item 5** respectively,
 - (ii) is served if it is sent by email or fax, unless it is not received,
 - (iii) if sent by post, is deemed to be received four business days after the date of posting,
 - (iv) if served personally, is deemed to be received when it comes into the possession of that person.
- (c) A party may also be contacted at the phone number shown in **Item 3** or **Item 5** respectively for the purpose of discussing matters relevant to the licence.

11. Entire Licence

This licence contains the entire agreement between the parties and can only be amended in writing signed by each of the parties.