

Licence Agreement for casual (one off) use of an Anglican Hall or Rooms (excluding Church Building)

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 casual (one off) use of an Anglican Hall or Rooms (excluding Church Building)**. This form of agreement was approved by the Property Trust as at **18 September 2000**. 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 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 or indemnity requirements or 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 casual (one off) use of an Anglican Hall or Rooms (excluding
Church Building)**

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 and any Covenantor specified in Item 4

Item 1	<i>date of agreement:</i>
Item 2	<i>name and suburb/town of Church:</i> (ie. the church to which the Premises are appurtenant)
Item 3	<i>name, address and ABN of Licensee:</i>
Item 4	<i>name and address of Covenantor (if any):</i> (for the purposes of clause 7)
Item 5	<i>description of the Premises:</i> (eg. "the hall at the rear of St Andrew's Anglican Church, Sydney")
Item 6	<i>date(s) of use (maximum of 2 dates per annum):</i>
Item 7	<i>hour(s) of use:</i> (eg. "between 7.00 pm and 10.00 pm")
Item 8	<i>fee (GST-inclusive):</i>
Item 9	<i>proposed use of Premises:</i>

Licence Agreement for the casual (one off) use of an Anglican Hall or Rooms (excluding Church Building)

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 person, organisation or corporation specified in **Item 3** of the Schedule (the "Licensee"); and
3. The person (if any) specified in **Item 4** of the Schedule (the "Covenantor").

Recitals

- A. The Licensor may pursuant to clause 20A of the Church Administration Ordinance 1990 grant licenses for the use of the premises specified in **Item 5** 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 use the Premises on the date or dates specified in **Item 6** of the Schedule during the hours specified in **Item 7** 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 or the first of the dates (as the case may be) specified in **Item 6** of the Schedule and thereafter as agreed, the fee specified in **Item 8** 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 9** 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 -
 - (i) where this agreement relates to the use of the Premises on one occasion - after such use; and
 - (ii) where this agreement relates to the use of the Premises on more than one occasion - after each such use;
 - (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 laws and other obligations relating to persons engaged or to be engaged by the Licensee to work with children in the Hall including but without limiting the generality of the foregoing the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998; and
- (f) 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.

Termination of Agreement

- 4. The parties agree that, unless this agreement relates to the use of the Premises on one occasion, either the Licensor or the Licensee may terminate this agreement, insofar as this agreement confers any right to use the Premises after the date of such termination, by written notice given by either the Licensor or the Licensee to the other or, in the case of termination by the Licensor, by written notice given by the Licensor to the Covenantor.
- 5. Notwithstanding anything to the contrary, if the Licensee breaches any of its obligations under this agreement, the Licensor may terminate this agreement, insofar as this agreement confers any right to use the Premises after the time of such termination, by notice (written or oral) given to the Licensee or to the Covenantor.

Release and Indemnity

- 6. (1) The Licensee agrees to use the Premises at the risk of the Licensee and releases the Licensor, to the fullest extent permitted by law, from all claims and demands of every kind in respect of or resulting from, any accident, damage, theft, injury or death occurring on the Premises for which the Licensor is or may become liable. The Licensee indemnifies the Licensor against all actions, claims, demands, losses, damages, costs and expenses for which the Licensor is or may become liable, arising out of the use by the Licensee of the Premises.

(2) 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.

(3) 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.

Covenantor Obligations

- 7. In consideration of the Licensor permitting the Licensee to use the Premises, the Covenantor -
 - (a) warrants to the Licensor that the person who signed this agreement on behalf of the Licensee had authority so to do and that this agreement is binding on the Licensee; and
 - (b) agrees with the Licensor that the Covenantor will procure that the Licensee complies with all of its obligations under this agreement.

Signed by the Licensor in the presence
of -

Churchwarden

Witness

Churchwarden

Name (Please Print)

Churchwarden

Signed for and on behalf
of the Licensee by its attorney
in the presence of -

Witness

Attorney

Name (please print)

Name (please print)

The common seal of the
Licensee was affixed by
authority in the presence of -

Director/Secretary (cross out which is not applicable)

Director

Name (please print)

Name (please print)