



## Incidental User Agreement – Instruction Sheet

- For one-off use or regular use of a church facility
  - For non-exclusive use of church facility
  - Not suitable for long-term or exclusive tenancy
  - Not suitable for residential uses
  - Not suitable for use to another Uniting Church group or affiliated entity
  - Not suitable for Child Care use
- 
- Presbytery **and** Synod to be advised of any agreement that is
    - Over 6 months
    - More than 3 times / week



# USER AGREEMENT

## PARTIES

Name \_\_\_\_\_  
acting on behalf of **The Uniting Church in Australia Property Trust (NSW)**

Description **Congregation / Organisation**  
Notice Details Address: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_

Name \_\_\_\_\_

Description **User**  
Notice Details Address: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Attention: \_\_\_\_\_

## BACKGROUND

- A. The Church / Organisation is the owner of \_\_\_\_\_
- B. The user is to be entitled to utilise the facility for \_\_\_\_\_  
(user's purpose)

## DETAILS

- 1. \_\_\_\_\_ **(Congregation / Organisation) Commitments**
  - 1.1. *The Congregation* commits to grant use of \_\_\_\_\_ as per the terms and conditions set out in Clause No 3 of this agreement.
- 2. \_\_\_\_\_ **(The User) Commitments**
  - 2.1. *The User* commits to enter into a user agreement with \_\_\_\_\_ as per the terms and conditions set out in Clause No 3 of this agreement.
- 3. **Terms of Agreement**
  - 3.1. **Commencement Date**  
This agreement will commence on the \_\_\_\_\_
  - 3.2. **Premises to be used**  
The Congregation allows the user to access the area hatched on sketch plan being Annexure A and any specified furniture, fittings, and equipment therein owned by the church.

**3.3. Scheduled Hours**

The property as mentioned above in 3.1.1 will be used for the following times:

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

Any further usage of the facility will require a separate usage agreement

**3.4. Rent**

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

Admin Fee	\$ _____
Usage Fee	\$ _____
Discount Provided	\$ _____
GST	\$ _____
<b>Total</b>	<b>\$ _____</b>

**3.5. Frequency of Use**

**One-off User**   
(go to clause 4)

**Regular User**   
(go to clause 3.6)

**3.6. Period of Agreement**

The parties agree that the Initial Term of the Agreement shall be for a period of \_\_\_\_\_ months commencing upon the commencement date (**to be no longer than 12 months**).

**3.7. Option to Renew**

This agreement can be renewed at the end of 12 months subject to both parties agreeing to terms and conditions.

**3.8. Termination**

Either party may give written notice of the termination of this agreement, provided that 1 months notice is given.

**3.9. Payment of Rent**

Rent shall be paid 1<sup>st</sup> Monday of every month.

**3.10. Resolution of Dispute**

If a dispute arises regarding any matter under this User 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.

**3.11. Operation of Agreement**

The terms in this User 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.

#### 4. EXECUTION CLAUSES

The parties have executed this User Agreement.

Signature \_\_\_\_\_

Name \_\_\_\_\_

For & on behalf of the Congregation / Entity

Signature \_\_\_\_\_

Name \_\_\_\_\_

For & on behalf of the user

Dated this     day of             200

The user acknowledges that they have received and read the attached **Terms of Agreement**.

\_\_\_\_\_

For & on behalf of the user

## Terms of Agreement

The parties agree that for payment of the fee, the User and all persons acting on behalf of the user shall have the non-exclusive right to use the facility for the period or periods and for the users purposes except on excluded days, on the conditions of use as set out below.

1. The following expressions will have the following meanings:

**The Church** means The Church Council or Board of the Uniting Church Congregation or organisation having the control of the facility and includes its ministers, staff and employees, and The Uniting Church in Australia Property Trust (NSW).

**The User** means the person, group or organisation using the facility for any purpose, and the representatives and office bearers and staff of the user.

**The facility** means that part of the Church's property or structures used or occupied by the User, and includes any specified furniture, fittings and equipment therein owned or supplied by the Church.

2. The User shall, at all times the facility is occupied or used or being set up under this Agreement, be responsible to:

- (a) keep the facility in a clean and tidy condition, and immediately clean any spillage or waste matter;
- (b) provide adequate and responsible supervision to ensure the safety of the facility and those persons involved with the User in its use of the facility;
- (c) avoid any noise or action which will interfere with the Church's activities or neighbours;
- (d) avoid any action which is contrary to the Church's mission, reputation or activities in the community;
- (e) avoid any action which would cause damage or allow damage to the facility. Should any damage occur for any reason during the User's occupancy or use under this Agreement, the User shall pay the Church the costs of such damage or loss to the facilities which arise as a result of the occupancy or use of the facility under the terms of this Agreement;
- (f) leave the facility securely closed and locked with all lights, heaters and other appliances turned off or in the manner prescribed by the Church representative;
- (g) comply with the reasonable directions of the Church's representatives as to the use and rearrangement of furniture if any is used or moved by the User;
- (h) comply with any safety rules or evacuation plans in existence and which are annexed to this Agreement as Annexure B.

3. The User should have a Public Liability Policy of at least \$5,000,000. This Policy should note the interest of The Uniting Church in Australia Property Trust (NSW). If requested, Property Services will arrange for appropriate insurance cover at an additional fee. Please contact the Insurance Services Offices on 8267 4340.

4. The User will indemnify the Church, its officers and members for and against all damages, costs, claims and demands which are or may be made against the Church by the User or any persons, using the facility in connection with the User's purpose,

for any loss, injury or damage to persons or property sustained and arising out of the negligence of the User whilst in or on, entering or leaving the facility.

5. Property owned by the User and its invitees and brought into the facility is at the User's sole risk and is not covered by any Church insurance. 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 facility.
6. The Church shall not be liable to the User for any loss or damage which the User may incur due to the facility not being available to the User for any reason beyond the control of the Church.
7. The User will not permit the smoking of any substance, or the consumption of alcohol and drugs within or on church grounds.
8. The right to use the facility shall not give the right or entitlements to the User to use any other part of any building, structure or improvement built in or near the facility or in which the facility is located, other than for the purposes of ingress and egress.
9. The right of the User to utilise the facility will not grant the User permission to use all equipment in the facility unless specified in this Agreement and then only in accordance with the terms, requirements and restrictions specified by the Church.

Unless specifically authorised by the Agreement, the User is not entitled to utilise any furniture or fittings in the facility owned by the Church.

10. The User shall not be entitled to store any goods, merchandise, equipment or other items in the facility except on such terms and conditions as are agreed by the Church (as varied from time to time) and as are specified in this Agreement.
11. The User warrants and undertakes to the Church that no use of the facility will be for retail purposes and that the User will not do anything which will have the provisions of the *Retail Leases Act* apply to this Agreement.
12. 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 Agreement are personal to the User only.
13. The User acknowledges that it has satisfied itself as the state and condition of the facility and the items used in the construction of the facility, and the User covenants with the Church so it will not require the Church to carry out any works with respect to the facility to make it fit for the intended use by the User.
14. If the Church receives any notice from any government or authority to carry out substantial works to the facility or any building in which the facility is located, whether by virtue of the use of the facility by the User or otherwise, then the Church shall be entitled to forthwith give notification to the User to terminate this Agreement and the User will have no claim against the Church by virtue of any termination pursuant to this clause.
15. The User agrees that this Agreement does not give rise to a leasehold interest in the facility, only a right of non-exclusive use in accordance with the terms of this Agreement.