

*Your copy*17<sup>th</sup> October 2009

**LICENCE AGREEMENT**  
**COLONEL LIGHT GARDENS UNITING CHURCH**  
 IN ASSOCIATION WITH  
**THE UNITING CHURCH IN AUSTRALIA PROPERTY TRUST (SA)**

**Agreement between:**

**Uniting Church in Australia Property Trust SA** of 212 Pirie Street Adelaide 5000 (“We, us, our”)

and

The user (“You, your”) named and authorised in (Form CLG-06) PROPERTY BOOKING AND HIRE AGREEMENT (“BOOKING AGREEMENT”) which is attached to this document.

**1. Licence**

- 1.1. We grant you a licence to use the designated areas of our premises for the purpose specified, at the time and date (or dates) described in the “BOOKING AGREEMENT” subject to the terms and conditions set out in this document.
- 1.2. If your licence is for the use of the premises on a regular day and time and no end date for the licence is specified, then your licence expires after one year.
- 1.3. This agreement is subject to the special conditions (if any) referred to in the “BOOKING AGREEMENT”.

**2. Payment**

- 2.1. You must pay to our Treasurer the licence fee detailed in the “BOOKING AGREEMENT” within 10 working day from the date of issue of the invoice.
- 2.2. You will be obliged to pay the cost of any damage or breakages in accordance with clause 4.4 In addition if you fail to comply with any of the conditions of this licence, we may include a charge to reimburse expenses incurred.
- 2.3. If you owe us any other money under this agreement, these charges will be included on the charge invoice.

**3. Your use of the premises**

- 3.1. During the period of your licence, you must provide adequate supervision to ensure the safety and security of the premises and all people using the premises.
- 3.2. You must ensure that all people using the premises during the period of your licence confine themselves to the area/s described on the “BOOKING AGREEMENT”.
- 3.3. Before you leave the premises, you must ensure that all electric light and power switches and all power leads are left in the same condition as they were in when you entered the premises, that all gas heaters are turned off and that all external doors and windows are closed and locked.
- 3.4. If you use the premises on a Saturday evening, you must vacate the premises by 1:00am on Sunday morning (even if a different time is specified on the “BOOKING AGREEMENT”).

- 3.5 You must return the keys to us by placing them in the “Key deposit box” as detailed in “BOOKING AGREEMENT”.
- 4. You must keep premises clean and tidy and fix damage**
- 4.1. You must keep the premises in a clean, tidy and sanitary condition and not do anything (or allow anyone else to do anything) that may cause damage to the premises.
- 4.2. By 8:00am on the day following your use of the premises, you must:
- 4.2.1. Ensure that the premises are clean and tidy, that your rubbish is removed; and
- 4.2.2. Replace all furniture to the same configuration as it was when you entered the premises.
- 4.3. You must, at your cost, fix any damage to the premises arising from the use of the premises by you, your employees or other people you allow onto the premises.
- 4.4. You must report any damage to the premises or breakages to our representative and must pay us the cost of the damage or breakages within 7 days of our written request.
- 5. Rules for your use of the premises**
- 5.1. You must not erect any signs, advertisements or other material on or near the premises without first obtaining our consent.
- 5.2. You may use decorations, including flowers, but you must remove them before you vacate the premises.
- 5.3. You must not drive nails, pins, drawing pins or other fastenings into any walls or woodwork or use adhesive tape to affix items to any wall, woodwork, window or curtains.
- 5.4. You must not display any material in the premises that is obscene, or indecent, or likely to offend.
- 5.5. You may permit the consumption of alcohol, in moderation, in the premises. If you require a liquor licence, you must obtain it before serving alcohol in the premises.
- 5.6. You must not permit smoking inside the premises.
- 5.7. You must not use barbeques inside the premises and may only use barbeques outside with our permission.
- 5.8. You must not do or allow anyone to do anything that may injure or offend against the reputation or principles of the Uniting Church in Australia.
- 5.9. You must comply with all relevant laws in using the premises.
- 5.10. You must permit our representative (named in the PROPERTY BOOKING POLICY) or any other person authorised by us to enter the premises at any time.
- 5.11. You must ensure that noise is kept to a reasonable level so as to not intrude on others who may be using the property or the amenity of the area for the neighbours of the Church.

**6. Termination**

- 6.1. If you breach the terms of this agreement, we may immediately terminate this agreement by verbal notice from our representative (named in the PROPERTY BOOKING POLICY) or any other person authorised by us. If we do that, you must immediately vacate the premises.
- 6.2. Either We, or You, may terminate this agreement by giving one week’s notice in writing to the other.

**7. Insurance, Indemnity and Release**

- 7.1. You indemnify us against all claims, damages and costs which we may incur in relation to any loss of life, injury or damage to person or property caused by you or arising out of your use of the premises.
- 7.2. You release us from all claims, damages and costs, which you may incur in relation to any loss of life, injury or damage to person or property arising during your use of the premises.
- 7.3. You acknowledge that our public liability insurance does not cover your use of the premises. If your licence is for the regular use of the premises, you must obtain your own public liability insurance and provide us with evidence of your insurance. If your licence is for a one-off use of the premises, you should consider obtaining your own public liability insurance.

**8. Assignment**

- 8.1 You must not assign or transfer this licence, or grant a sub-licence, or allow any other person to use the premises unless you first obtain our consent.

**9. Notices**

- 9.1. Any notice under this agreement may be given by leaving it at the address, or posting it to the address, specified below:

For us: The address of our representative in the PROPERTY BOOKING POLICY.

For you: The address of your authorised representative in the “BOOKING AGREEMENT”.

- 9.2. A notice given by post, is deemed to have been received on the second business day after it was posted.

**Signed by our representative:**

*John Slape*

Print Name:- John Slape

Date: ...10/11/09.....