



# NSW User Agreement

<b>Title</b>	User Agreement - For Organisations located in NSW
<b>Creation Date</b>	October 2021
<b>Created By</b>	Synod Property Services
<b>Last Revised</b>	15 <sup>th</sup> of November 2021
<b>Approved By</b>	Synod Office
<b>Approval Date</b>	October 2021

## User Agreement Instruction Sheet

1. This User Agreement is to be used for regular or semi-regular use of a Church facility, including but not limited to the following kinds of uses:
  - (a) dance, martial arts or other fitness classes;
  - (b) tutoring or homework groups (not including groups arranged and run by the congregation as part of mission outreach);
  - (c) music classes, rehearsals and regular performance series;
  - (d) community support group meetings or other community-based initiatives (e.g. incorporated men's shed, mothers groups or language classes);
  - (e) pop up health care, social work or community legal services.

2. Prior to signing this User Agreement, Presbytery and Synod must be advised where it is intended that:
  - (a) the User Agreement will be for a term of more than six (6) months (including any previous occupancy and/or options to renew this User Agreement); and/or
  - (b) the Church facilities will be occupied by the user more than three (3) days per week.

The maximum term of the User Agreement is 12 months (not including any option to renew).

Signed User Agreements must be provided to Property Services (Synod Office) and Presbytery.

**Any User Agreement which does not comply with these requirements will be void and unenforceable.**

3. For one off use (e.g. party hire or performances), or infrequent/intermittent use of church property (e.g. monthly or quarterly seminars or performances) please use the Hire Agreement.
4. This User Agreement is not suitable for:
  - (a) long term tenancies;
  - (b) exclusive tenancies;
  - (c) residential uses;
  - (d) use by Uniting Church groups or associated entities (e.g. bible study, prayer or youth groups, congregational social events, holiday kids clubs, playgroup or other congregational activities);
  - (e) child care (including after school care);
  - (f) market stalls or other fair/market/carnival events;
  - (g) retail businesses, commercial services uses (other than the kind described at 1 above), or use of office space.

5. For further information about leases, licences, or situations not otherwise covered by the User Agreement or Hire Agreement please contact Property Services, Synod Office at [property@nswact.uca.org.au](mailto:property@nswact.uca.org.au) or on 02 8267 4300.

## Reference Schedule

Item No.	Item Description	Details
<b>General</b>		
1.	Parties	<p><b>UCA</b></p> <p>[name of congregation / organisation] ABN [ABN] of            [address line 1]            [address line 2]            acting on behalf of The Uniting Church in Australia            Property Trust (NSW) ARBN 134 487 095</p> <p><b>User</b></p> <p>[name of individual / organisation] [trading as [trading            [name] [ABN/ACN/ARBN]            [address line 1]            [address line 2]</p>
2.	Party Contact	<p><b>UCA</b></p> <p>[contact name]            Position: [contact position/role]            Email: [contact email]            Phone: [contact phone]            Fax: [contact fax]</p> <p><b>User</b></p> <p>[contact name]            Email: [contact email]            Phone: [contact phone]            Fax: [contact fax]</p>
<b>Property and Use Details</b>		
3.	Property	[address line 1] [address line 2]
4.	Use Area	[brief description of area being used] [including shared bathroom / kitchen / parking / etc facilities] located at the Property [being the area hatched on the sketch plan enclosed at Annexure B] and including any furniture, fittings and equipment therein owned or supplied by UCA except for any Excluded Items
5.	Excluded Items	[Not Used] / [name/describe any furniture, fittings and equipment not available to User]
6.	Permitted Use	[describe activity/event approved to be undertaken by User]

7.	Maximum Number of Attendees (including User)	[maximum number of persons including children and infants allowed in Use Area at any one time]	
<b>Term</b>			
8.	Start Date	[start date]	
9.	End Date	[end date]	
10.	Access Hours	<b>Day</b>	<b>Start and End times</b>
		Monday	[NA] / [start time and end time]
		Tuesday	[NA] / [start time and end time]
		Wednesday	[NA] / [start time and end time]
		Thursday	[NA] / [start time and end time]
		Friday	[NA] / [start time and end time]
		Saturday	[NA] / [start time and end time]
		Sunday	[NA] / [start time and end time]
11.	Option	[[term of option], commencing on [date] and terminating on [date]] / [NA]	
<b>Deposit &amp; Fees</b>			
12.	Hourly Fee Rate	[\$[amount] (inclusive of GST) per hour]	
13.	Fee Total	[\$[Hourly Fee Rate x total of Access Hours x Term] (inclusive of GST)]	
14.	Payment Due Date	<p>Single lump sum payment no later than [date]</p> <p>By [weekly / fortnightly / monthly] instalments of [instalment amount] payable on the first Monday of week / every fortnight / every month] starting on first Monday of Term] and ending on [date of last onday [with the final balance of [part payment amount] payable not less than 2 days before the End Date].</p>	
15.	Payment Method	<p>By cheque made payable to [organisation]</p> <p>By direct deposit to:</p> <p>Other [provide details for credit card or other payment]</p>	
16.	Security Deposit	[\$[amount] (inclusive of GST)]	
17.	Security Deposit Due Date	[date (must be no later than Start Date)]	
18.	Security Return Details	<p>By direct deposit to:</p> <p>Other [provide details for other payment]</p>	

Other Matters		
19.	Insurance	<p>Pursuant to clause 10, the User must hold and maintain the following insurances during the Term:</p> <p>(a) Public liability insurance:</p> <ul style="list-style-type: none"> <li>(i) in respect of the Use Area and Permitted Use;</li> <li>(ii) for at least A\$20,000,000.00;</li> <li>(iii) noting the interest of The Uniting Church in Australia Property Trust (NSW);</li> <li>(iv) waiving any claim by the insurer against UCA; and</li> <li>(v) not making any exclusions, endorsements or alterations to the policies, or allowing them to be made, without the prior written consent of UCA.</li> </ul> <p>(b) [insert any additional insurance requirements] ]</p>
20.	COVID Safe Plan	<p>Pursuant to clause 7.2(a), the User must have a COVID Safe Plan during the Term.</p> <p>A copy of the plan prepared by the User and approved by UCA is enclosed at Annexure A.</p>

# User Agreement Standard Terms and Conditions

## Background

- A. UCA is the owner of the Property.
- B. The User wishes to use the Use Area for the Permitted Purpose.
- C. UCA has agreed to grant the User the right to use the Use Area for the Permitted Purpose, subject to the terms and conditions of this Agreement.

## 1. Definitions

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The following terms have the meaning given to them in the Reference Schedule: "Party Contact", "Property", "Use Area", "Excluded Items", "Permitted Use", "Maximum Number of Attendees", "Start Date", "End Date", "Access Hours", "Hourly Fee Rate", "Fee Total", "Payment Due Date", "Payment Method", "Security Deposit", "Security Deposit Due Date", "Security Return Details", "Insurance" and "COVID Safe Plan".

**Agreement** means this document (being the Standard Terms and Conditions), item 2 of the attached User Agreement Instructions Sheet, the attached Reference Schedule, the attached Property Details and Code of Conduct, and any annexures.

**Attendee** means any person (including children and babies) other than the User (where the User is a natural person) on the Property in connection with the Permitted Use.

**GST** has the same meaning as in the GST law.

**GST law** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time.

**Property Details and Code of Conduct** means the document of that name attached to this Agreement.

**Reference Schedule** means the document of that name attached to this Agreement.

**Tax Invoice** has the same meaning as in the GST law.

**Taxable Supply** has the same meaning as in the GST law.

**Term** means the period starting on and from the Start Date and ending on the End Date.

**UCA** has the meaning given to it in the Reference Schedule and includes its ministers, officers, employees and volunteers.

**User** has the meaning given to it in the Reference Schedule and includes any office bearers, employees, contractors, agents and/or volunteers of the User.

User Agreement Instructions Sheet means the document of that name attached to this Agreement.

## 2. Use, Term and Option to Renew

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- 2.1 Subject to the terms and conditions of this Agreement, UCA grants to the User a non-exclusive right to undertake the Permitted Purpose at the Property:
  - (a) during the Access Hours; and

- (b) within the Use Area, during the Term.

- 2.2 The User agrees and acknowledges that they must not, and any Attendee must not, use or occupy any building, structure, improvement, or space at the Property other than the Use Area without the prior written consent of UCA (which may be withheld at UCA's absolute discretion) other than for the purposes of ingress and egress.

- 2.3 The rights of the User to utilise the Use Area does not grant the User permission to use the Excluded Items or any furniture, fittings or equipment located elsewhere on the Property. The User must obtain the prior written consent of UCA (which may be withheld at UCA's absolute discretion) before using any such items.

- 2.4 UCA gives no warranty as to the suitability of the Use Area or the use to which the Use Area may be put by the User.

- 2.5 If there is further period stated at item 11 of the Reference Schedule and:

- (a) the User wishes to renew this Agreement for that further period;
  - (b) the User gives notice in writing to UCA exercising the option to renew not more than six months and not less than 28 days prior to the End Date; and
  - (c) the User is not, at the date of service of the notice given pursuant to clause 2.5(b) or thereafter in default or breach of any term of this Agreement, then UCA and the User will enter into a further agreement for the period stated in item 11 from the End Date on the same terms as this Agreement, except that item 11 will read NA and the Hourly Fee Rate will be such sum as determined by UCA.

## 3. Non-Exclusivity

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- 3.1 The User acknowledges that its right to use the Use Area for the Permitted Use is not exclusive to the User and that UCA may permit other persons to conduct like activities or events at the Property notwithstanding that those are the same or similar to the Permitted Use in whole or in part.

- 3.2 The User further acknowledges that UCA has the right of admission to the Use Area at all times.

#### **4. Fees and Payment**

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- 4.1 The User must pay the Fee Total by the Payment Due Date using the Payment Method, or otherwise as UCA may direct in writing from time to time.
- 4.2 If there are any Access Hours during the Term where the User will be absent and not using the Use Area, the User must notify UCA in writing of that anticipated absence as soon as reasonably practicable.
- 4.3 The User agrees and acknowledges that any Fee Total or part thereof which is paid is non-refundable, although UCA may in its absolute discretion refund or otherwise credit to the account of the User such amounts where it considers it is appropriate to do so.
- 4.4 UCA reserves the right to increase the Hourly Fee Rate (and the Fee Total) on 14 days' notice to the User in the event that UCA incurs any extraordinary costs, expenses or other charges in connection with its operation of the Use Area.
- 4.5 Where UCA and the User agree in writing to extend the Access Hours during the Term (whether on a one off basis or a regular basis) then the Hourly Fee Rate will be payable by the User for that additional time in accordance with clause 4.1 or as UCA may direct in writing from time to time.
- 4.6 If the User uses the Use Area or any other part of the Property outside the Access Hours (or as otherwise agreed in writing with UCA) without the prior permission of UCA then the User will pay UCA for that additional time on the basis of the Hourly Fee Rate, to be charged in 15 minute blocks at UCA's absolute discretion, in accordance with clause 4.1.
- 4.7 Where there is a Security Deposit the User must pay this by the Security Deposit Due Date using the Payment Method, or as UCA may otherwise direct from time to time.
- 4.8 Subject to the User complying with the terms and conditions of this Agreement, UCA will return the Security Deposit to the User within 28 days of the End Date using the Security Return Details or to any account which may be nominated by the User in writing.
- 4.9 If the User breaches any term of this Agreement (including any part of the Property Details and Code of Conduct), then UCA reserves the right to retain part or all of the Security Deposit towards making good any loss or damage sustained by UCA as a result of that breach.

#### **5. GST**

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- 5.1 If any supply under this Agreement is a Taxable Supply, the User must pay to UCA the amount of the GST applicable to the supply in the same manner and at the same time as also paying the consideration otherwise payable by the User.
- 5.2 UCA must give to the User a Tax Invoice in respect of any payment received by UCA in accordance with clause 5.1.

#### **6. Inclement Weather**

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- 6.1 The User acknowledges that it uses the Use Area at its own risk and that where the Use Area includes any outdoor space it is a matter for the User to decide whether to undertake the Permitted Use in the event of inclement weather, subject to clause 6.2.
- 6.2 UCA reserves the right to direct the User at any time to cease undertaking the Permitted Use in the Use Area where the Use Area includes outdoor space and, in the reasonable opinion of UCA, weather conditions are considered too dangerous to occupy the Use Area.

#### **7. User's Obligations**

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- 7.1 The User must not:
- (a) use the Use Area for any purposes other than the Permitted Use;
  - (b) use the Use Area or any other part of the Property outside the Access Hours (or as otherwise agreed with UCA in writing), including for set up/pack up (which must be done within the agreed Access Hours);
  - (c) exceed the Maximum Number of Attendees in the Use Area at any time;
  - (d) store any goods, merchandise, equipment or other items in the Use Area or the Property without the prior written consent of UCA or as otherwise provided for in this Agreement;
  - (e) use any electrical appliances (other than those included in the Use Area by UCA), gas cylinders or gas appliances in the Use Area without the prior written consent of UCA (such consent to be given in UCA's absolute discretion), and then only where those cylinders and/or appliances meet the applicable Australian Standards. The User agrees and acknowledges that where they use gas cylinders and/or appliances in accordance with this clause, that use will be at the risk of the User;
  - (f) use any equipment or system in or on the Use Area that may overload the electrical, water, gas or other services to the Use Area;
  - (g) drive any nails, screws or hooks into any part of the Use Area without the prior written consent of UCA, such consent to be given in UCA's absolute discretion;
  - (h) display any form of business or advertising signage in the Use Area or elsewhere on the Property without the prior written consent of UCA, such consent to be given in UCA's absolute discretion;
  - (i) lodge or allow to be lodged a caveat against the Property or the land on which the Use Area is located;
  - (j) use the address of the Use Area and/or the Property as their mailing or other registered address without the prior written consent of UCA, such consent to be given in UCA's absolute discretion;
  - (k) advertise using the name, logo or other intellectual property of UCA, including but not limited to any intellectual property of UCA associated with the Property or the Use Area, without the prior written consent of UCA, such

consent to be given in UCA's absolute discretion;

- (l) allow any rubbish to be left in the Use Area;
- (m) use inflammable or dangerous substances in the Use Area or Storage Area except as may be permitted by law;
- (n) use any public address system, microphone or amplified equipment of any type which may be heard outside the Use Area without the prior written consent of UCA;
- (o) bring any kind of live animal (including but not limited to dogs) onto the Property without the prior written consent of UCA, except as may otherwise be permitted by law;
- (p) park any vehicle on the Property other than in places designated by UCA;
- (q) obstruct or use for any purpose other than ingress and egress those parts of the Use Area and Property normally used for entrance to or exit from the Use Area; or
- (r) do anything to, on or in the Use Area or the Property that may increase the rate of any insurance on or prejudice any insurance policy relating to the Use Area or any property in it without the prior written consent of UCA, such consent to be given in UCA's absolute discretion.

#### 7.2 The User:

- (a) must at all times during the Term have a COVID Safe Plan;
- (b) must ensure that the Use Area is kept clean and tidy, and immediately clean any spillage or waste matter;
- (c) must avoid any noise or action which may interfere with the activities of UCA, other users of the Property or persons in neighbouring properties;
- (d) must leave the Use Area (and any other part of the Property for which the User has been provided keys) securely closed and locked with all lights, heaters and other appliances turned off and all furniture returned to its usual locations, or as otherwise directed by UCA from time to time;
- (e) must comply with all directions and instructions reasonably given by UCA;
- (f) conduct themselves, and ensure Attendees conduct themselves, in accordance with the Property Details and Code of Conduct and the reasonable direction of UCA, and avoid any conduct which is contrary to UCA's mission, reputation or activities in the community;
- (g) must provide adequate and responsible supervision to ensure the safety of the Use Area and the Property and all Attendees;
- (h) must avoid any action (and ensure Attendees avoid any action) that may cause or result in damage to the Use Area or Property;
- (i) must ensure that the Permitted Use is undertaken in compliance with all applicable standards, awards, laws and regulations; and
- (j) agrees and acknowledges that it is the responsibility of the User to protect at all times any personal property that they or any Attendees may bring onto the Property.

## **8. User's warranties and indemnity**

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### 8.1 The User warrants that:

- (a) they have satisfied themselves as to the state and condition of the Use Area and that they will not request UCA to carry out any works with respect to the Use Area to make it fit for the Permitted Use by the User;
- (b) the Use Area will not be used for retail purposes and that the User will not do anything which will have the provisions of the *Retail Leases Act 1994* (NSW) apply to this Agreement;
- (c) they have all necessary licences, consents and rights to undertake the Permitted Use;
- (d) any office bearers, employees, contractors, agents or volunteers of the User are competent and have all the necessary skills to undertake the Permitted Use;
- (e) they will undertake the Permitted Use with due care and skill and to the best of the User's knowledge and expertise;
- (f) they will act in accordance with all reasonable directions given by UCA from time to time;
- (g) they will comply with any safety rules or evacuation plans in existence for the Property as may be displayed or made available at the Property or otherwise provided to the User by UCA from time to time, and will be responsible for the evacuation of all Attendees; and
- (h) in undertaking the Permitted Use, they will comply with all applicable laws, regulations and local council or authority requirements.

8.2 The User indemnifies UCA against any loss or claim suffered by UCA to the extent that it arises out of or in connection with any breach of clauses 7 or 8.1.

## **9. Termination**

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9.1 UCA may terminate this Agreement at any time with immediate or later effect by giving oral or written notice if:

- (a) the User ceases to be able to pay their debts as they become due, ceases to carry on business, any step is taken to appoint a receiver, liquidator, administrator or other like person of the whole or any part of the User's assets or business, or any other action or event occurs which, in the reasonable opinion of UCA, brings into question the solvency of the User;
- (b) the User, or any Attendee of the User, is in breach of any of the terms of this Agreement;
- (c) the User, or any Attendee of the User, engages in any dishonesty, serious misconduct or serious neglect of duty;
- (d) the User, or any Attendee of the User, refuses to comply with any reasonable instructions or directions given by UCA;
- (e) the conduct of the User, or the conduct of any of any Attendee of the User, may in the reasonable opinion of UCA bring UCA into disrepute; or
- (f) UCA receives any notice from any government or authority to carry out substantial works to the Use Area or Property for any reason.

9.2 Either party may terminate this Agreement on 28 days' written notice for any reason.



- 9.3 Where a party breaches any material term of this Agreement not capable of remedy, or where a party breaches any material term of this Agreement capable of remedy and fails to remedy the breach within 30 days after receiving notice requiring it to do so, the other party may terminate this Agreement with immediate or later effect by giving written notice to the other party.
- 9.4 Where UCA terminates this Agreement in accordance with this clause 9, the User agrees and acknowledges that UCA will not be liable to the User for any compensation whatsoever and that the User will not make any claim against UCA for termination provided that UCA has provided the required notice.
- 9.5 Clauses 8 and 11, and this clause 9, survive termination or expiry of this Agreement.
- 9.6 Where the User terminates this Agreement in accordance with this clause, UCA may, in its absolute discretion, release the User from the terms and conditions of this Agreement, but will not refund to the User any amounts which have been paid in advance to UCA by the User, including but not limited to the Security Deposit.

## **10. Insurance**

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- 10.1 During the Term, the User must take out and maintain the Insurance and any other insurances required to be held by the User by law.
- 10.2 If requested by UCA, the User must supply certificates of currency and all other information reasonably requested to verify the insurance to be maintained under this Agreement.
- 10.3 The User agrees that they will not undertake or permit any act in or on the Use Area or Property generally that may void any insurances of UCA or the User.
- 10.4 The User acknowledges that personal property owned by the User or Attendees which is brought into the Use Area or the Property is not covered by any UCA insurance.

## **11. Exclusion of Liability and Indemnity**

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- 11.1 The User acknowledges that it will use the Use Area, and bring personal property onto the Property, at its own risk.
- 11.2 To the maximum extent permitted by law, UCA will not be liable under this Agreement or the general law:
- for any loss, damage, injury or death which may be suffered or sustained to any property or by any person in or on or entering or leaving the Use Area or the Property in connection with the User and/or the Permitted Use howsoever arising (and whether from negligent or intentional act or omission), including any act by any third party;
  - for the theft of or damage to any personal property of the User or any Attendee however caused on the Property; or
  - for any loss of damage with the User may incur due to the Use Area or Property not being available to the User during the Access Hours for any reason beyond the control of UCA.

- 11.3 The User indemnifies UCA from and against, and agrees to reimburse UCA in respect of all actions, suits, proceedings, claims, demands, losses, damages, costs and expenses of whatsoever nature for which UCA may be liable or which UCA shall or may suffer howsoever arising (and whether directly or indirectly and whether from intentional or negligent act or omission) out of:
- the use of the Use Area or any part it by the User or any Attendee;
  - any person in or on or entering or leaving the Use Area or the Property in connection with the User and/or the Permitted Use; or
  - any loss or damage to person or property or injury or death which may be suffered or sustained in the Use Area or Property by any person however caused.

## **12. No Assignment and Third Parties**

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- 12.1 The rights conferred on the User by this Agreement:
- are personal to the User;
  - cannot be transferred or otherwise assigned by the User; and
  - does not confer on the User any estate or interest in the Use Area, Property or any part of them, or imply any future right or licence.
- 12.2 The possession and control of the Use Area and Property as between the parties shall at all times remain vested in UCA.
- 12.3 The User must act with all proper due diligence and in good faith, and in a manner which is consistent with the operations and standing of UCA and the terms of this Agreement.

## **13. Notices**

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- 13.1 Except in respect of clause 9.1 (in which case UCA may give notice orally), a party notifying or giving notice under this Agreement must notify:
- in writing directed to the Party Contact; and
  - hand delivered or sent by prepaid post or email to that address.
- 13.2 A notice given in accordance with clause 13.1 will be taken to have been received:
- if hand delivered, on delivery;
  - if sent by prepaid post, 7 days after the date of posting; or
  - if sent by email, when it enters the addressee's information system.

## **14. Force Majeure Event**

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- 14.1 If a party (**Affected Party**) is partially or wholly precluded from complying with its obligations under this Agreement due to a circumstance beyond the reasonable control of that party, including acts of God (such as pandemics, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster) or acts of public enemies (such as terrorism, riots, civil commotion, malicious damage, sabotage, revolution and acts of war and war, general strikes, embargo and power, water or other utility shortage) (**Force Majeure Event**), then that party's obligation to perform in accordance

with this Agreement will be suspended for the duration of the delay arising out of the Force Majeure Event.

- 14.2 As soon as possible after a Force Majeure Event arises, the Affected Party must, if it has not already done so, notify the other party of the Force Majeure Event, the extent to which it is unable to perform its obligations under this Agreement, and the likely duration of the Affected Party's inability to perform.
- 14.3 If the Force Majeure Event is likely to or does continue for 60 days or more, the other party may terminate this Agreement within immediate or later effect by giving the Affected Party notice. If a party terminates this Agreement due to Force Majeure Event, each party must bear its own costs in relation to that termination.

## **15. Dispute Resolution**

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- 15.1 If a dispute arises between the parties in connection with this Agreement, either Party Contact must give a notice of dispute to the other party with particulars of the dispute and the Party Contacts must arrange to meet and use their best endeavours to resolve any disputes acting in a spirit of co-operation.
- 15.2 If, within 21 days of a notice of a dispute being issued, a dispute is unable to be resolved by negotiation, either party may refer the matter to expert determination for resolution.
- 15.3 If the parties are unable to agree on an expert, either party may request a nomination from the Chair of the Resolution Institute (ACN 008 651 232). Parties will pay their own costs of an expert resolution and will split the expert's costs equally.

## **16. Waiver**

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A party may only waive its rights under this Agreement by notice in writing.

## **17. Entire agreement**

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This Agreement constitutes the entire agreement between the parties regarding the subject matter and supersedes all prior representations, agreements, statements and understandings, whether oral or in writing, except to the extent of any liabilities incurred by the User prior to the termination of such agreements.

## **18. Further Assurance**

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Each party must promptly at its own cost do all acts and things and give all instructions necessary or incidental to give full effect to this Agreement.

## **19. Severability**

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If a provision of this Agreement is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of this Agreement. All other provisions of this Agreement remain in full force and effect.

## **20. Representations**

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Each party has entered into this Agreement without relying on the representation by any other party or any person purporting to represent that party.

## **21. Governing law**

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This Agreement is governed by the law applicable in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

## **22. Inconsistency with Reference Schedule**

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If there is an inconsistency between one or more provisions of this Agreement and the Reference Schedule, the provisions of the Reference Schedule will take precedence over the terms of this Agreement to the extent of the inconsistency.

## **23. Variation**

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If the parties want to vary this Agreement they must do so by a document executed by both parties.

## **24. Counterparts**

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This Agreement may be executed in any number of counterparts, each of which will be an original, but counterparts together will constitute one and the same instrument, and the date of this Agreement will be the date on which it is executed by the last party.

## Property Details and Code of Conduct

This document forms part of the Agreement.

- (a) **Contact details.** The User must tell UCA the User's contact address and telephone number for all emergencies. The User must keep UCA up to date with any changes to these details at all times.
- (b) **Booking Confirmation.** Bookings will not be confirmed until the User signs this Agreement and pays the fees and any security deposit in accordance with clause 4. UCA reserves the right to offer the Use Area to other users during the Access Hours where the User fails to pay the fees in accordance with the terms of this Agreement.
- (c) **Smoking, Alcohol and Illicit Substances.** The User must not permit any person to smoke, consume alcohol (unless otherwise authorised in writing by UCA) or consume illicit substances in the Use Area or anywhere on the Property.

The User must obtain the written consent of UCA before serving alcohol in the Use Area and, where consent to serve alcohol is granted by UCA, the User must not charge Attendees for the service of that alcohol. Where permission has been granted by UCA to serve alcohol, it is the User's responsibility to ensure that alcohol is only consumed by people who are over the age of 18 years and that it is served in a safe and responsible manner. For all uses involving alcohol, the User must register with the NSW Police Party Safety Service (available at [https://www.police.nsw.gov.au/online\\_services/party\\_safety/party\\_registration](https://www.police.nsw.gov.au/online_services/party_safety/party_registration)) and provide a copy of the registration to UCA prior to the commencement of the relevant event.

- (d) **Keys and Security.** UCA may give the User keys or access devices to the Use Area and/or other parts of the Property. Any key or access device given to the User must be kept in the User's possession. The User must not give keys or access devices to any person without the prior written consent of UCA. In particular, the User must not
  - (i) give keys accessing toilets or other facilities to members of the general public; or
  - (ii) give keys accessing the Use Area and/or other parts of the Property to any person who does not have their own key or access device.

The User must not copy any key or access device. If the User misplaces a key or access device, UCA may replace that device at the User's Cost. When the Term ends and the Option is not exercised, the User must return all keys and access devices to UCA. The User must comply with UCA's access control system for the Property and Use Area.

For security reasons, the User must not leave the Use Area unattended during the Access Hours. If the User does need to leave the Use Area during the Access Hours, they must lock the Use Area prior to leaving and inform UCA as soon as reasonably practicable that they have left the Use Area.

- (e) **Emergencies.** If an incident occurs, the User must contact the UCA Party Contact named in this Agreement or as otherwise directed by UCA in writing. If the incident required immediate assistance from police, ambulance or fire and rescue, then the User (or any Attendee) must first call 000 and request the service/s required. Any use of first aid equipment must be recorded and reported to UCA.

For any non-urgent incidents relating to property maintenance please email details to the UCA Party Contact named in this Agreement.

- (f) **Social Media.** The User must not, and must ensure that Attendees do not, promote the Permitted Use on social media without the express written permission of UCA.
- (g) **Music and Amplified Sound.** If the User plays (or arranges for others to play) live music (whether amplified or not), plays recorded music, makes any sound using sound equipment, or uses a television, computer or other electronic device to broadcast any sound recordings, films, television or sound broadcasts, or other multimedia materials, the User must make sure the sound is not heard or likely to be heard outside the Use Area. The User may play 'background recorded music' provided the User ensures that it does not impact or annoy any persons using other parts of the Property or any neighbours of the Property. The User must ensure that they hold all relevant licences to play or otherwise broadcast any sound recordings, films, television or sound broadcasts, or other multimedia materials.
- (h) **Neighbours and Parking.** At all times the User will respect the privacy and right to quiet enjoyment of all neighbours of the Property. User are responsible for ensuring that all Attendees do not congregate in groups outside the Property, obey all local parking restrictions and any parking requirements of the Property (where the Use Area includes use of shared car parking facilities, such use to be strictly limited to the Access Hours), and do not block neighbouring driveways or otherwise adversely impact the amenity of neighbours of the Property. Neighbours must not be approached by the User or Attendees for any reason, except in the case of emergency requiring the attendance of emergency services (for example, a medical episode) and only where UCA representatives cannot be reached by the User or Attendees.
- (i) **Use of shared facilities.** Where it is indicated some of the facilities included in the Use Area (such as but not limited to toilets and kitchen facilities) are shared facilities, the User must share these with other persons using the Property. Reasonable cooperation is expected between all people using any shared facilities.
- (j) **Decorations.** In addition to the requirements set out at clause 7 of the Standard Terms and Conditions, the User must not allow any balloons, flags, streamers, or other decorations to be hung or otherwise attached to any ceiling fans, acoustic panels, lights, heaters, or air condition vents, or as otherwise may be directed by UCA from time to time. Confetti, rice, glitter or other similar substances must not be thrown within the Use Area or the Property. Candles, incense burners or other items involving naked flames may only be used with the prior written consent of UCA. The User is encouraged to discuss any proposed decorations with UCA in advance of the relevant Access Hours.
- (k) **Kitchen and Bathroom Facilities and Cleaning.**  
brief description of the location and how to use any oven, dishwasher, hot water services, garbage bins, etc, any cleaning equipment provided by UCA, and the cleaning/pack up steps that must be taken by the User, e.g. "Chairs must be stacked in groups of no more than 5 and lined up along the rear wall of the Hall"]]
- (l) **Other relevant information.**  
[brief description of any other property specific information, including alternate contact details for the congregation / organisation, onsite parking information, etc]

# Annexure A

## COVID Safe Plan

[attach User's COVID Safe plan]

## [Optional: Annexure B

### Plan of Use Area]

[attach hatched on the sketch plan showing Use Area]

**Acknowledgement by User**

The User acknowledges that by entering into this Agreement:

- A. they have not relied on any representation (whether oral or in writing) of UCA or any of its ministers, officers, employees and volunteers in relation to any matter concerning the Use Area or the likelihood of the arrangement to which this Agreement relates being extended beyond the End Date;
- B. they have made their own enquiries in relation to use of the Use Area for the Permitted Use;
- C. they have had the opportunity to obtain independent legal advice before entering into this Agreement; and
- D. the User has read the terms and conditions of this Agreement, including all schedules, annexures and other attachments, and acknowledges acceptance of the terms and conditions contained therein.

Executed as an agreement

**Signed** by [name], )  
 in their capacity as [role]  
 and as the duly authorised person of The Uniting Church In Australia  
 Property Trust (NSW) ARBN 134 487 095  
 for [name of congregation / organisation] ABN

\_\_\_\_\_  
Signature of [name]

\_\_\_\_\_  
Date

**Signed** by [name of individual / organisation] )  
 [trading as [trading name]] [ABN/ACN/ARBN]  
 [in the presence of]:

\_\_\_\_\_  
Signature of [name of signatory]

\_\_\_\_\_  
Date

\_\_\_\_\_  
[Name of Witness]

\_\_\_\_\_  
[Address of Witness]

\_\_\_\_\_  
[Signature of Witness]