

- 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, as set out in the description of the parties above.
 - The **Space** 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.
 - **Agreed Booking** means a request by the User which has been confirmed by the Church to use a facility and includes the following information:
 - the Space to be used;
 - the scheduled hours of use (**Scheduled Hours**), which may be for one-off use or for regular use during the Period of Agreement as set out below;
 - the fee payable (**Usage Fee**) for use of the Space during the Scheduled Hours
 - **Commencement Date** means the date of first use by the User of the Space under this Agreement.
 - **Period of Agreement** means the period of 12 months commencing upon the Commencement Date unless terminated earlier in accordance with the termination clause (Clause 2) below. This agreement can be renewed at the end of 12 months subject to both parties agreeing to terms and conditions, whereupon the Period Agreement will be extended by a further 12 months.
2. Either party may give written notice of the termination of this agreement, provided that 1 month's notice is given.
 3. For regular use the Usage Fee shall be paid on the first Monday of every month, unless otherwise specified in the Agreed Booking. For one-off use the Usage Fee shall be paid prior to use.
 4. 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 Space in a clean and tidy condition, and immediately clean any spillage or waste matter – there is a vacuum cleaner and brooms, etc, in the cleaner's room, but the User is expected to provide their own tea towels and table cloths;
 - (b) provide adequate and responsible supervision to ensure the safety of the Space and those persons involved with the User in its use of the Space;
 - (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 Space. 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 Space under the terms of this Agreement;

- (f) leave the Space 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.
5. 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 (02) 8267 4340.
 6. 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 Space 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 Space.
 7. Property owned by the User and its invitees and brought into the Space 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 Space.
 8. The Church shall not be liable to the User for any loss or damage which the User may incur due to the Space not being available to the User for any reason beyond the control of the Church.
 9. The User will not permit the smoking of any substance, or the use of illicit drugs within or on church grounds.
 10. The User will not permit consumption of alcohol within or on church grounds without the prior approval of the Church Council.
 11. The right to use the Space 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 Space or in which the Space is located, other than for the purposes of ingress and egress.
 12. The right of the User to utilise the Space will not grant the User permission to use all equipment in the Space 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 Space owned by the Church.
 13. The User shall not be entitled to store any goods, merchandise, equipment or other items in the Space 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.

14. The User warrants and undertakes to the Church that no use of the Space 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.
15. 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.
16. The User acknowledges that it has satisfied itself as the state and condition of the Space 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 Space to make it fit for the intended use by the User.
17. If the Church receives any notice from any government or authority to carry out substantial works to the Space or any building in which the Space is located, whether by virtue of the use of the Space 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.
18. The User agrees that this Agreement does not give rise to a leasehold interest in the Space, only a right of non-exclusive use in accordance with the terms of this Agreement.
19. If a dispute arises regarding any matter under this 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.
20. 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.

EXECUTION

The parties have executed this User Agreement.

Signature _____	Signature _____
Name _____	Name _____
For and on behalf of the Church	For and on behalf of the User

Dated this day of _____