



# Uniting Resources – Property Services

P O Box A2178 Sydney South 1235

Phone: 8267 4340 or 8267 4350. Email: [insurance@nsw.uca.org.au](mailto:insurance@nsw.uca.org.au)

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## USER AGREEMENT

**AGREEMENT** made the ..... day of..... 200.....

BETWEEN the.....(Congregation/Organisation)  
acting on behalf of **The Uniting Church in Australia Property Trust (N.S.W).**  
**ABN 77 005 284 605 (“the Church”)**

AND.....of

.....  
 (“The User”)

(1) Description of Facility to be occupied or used under this Agreement (**describe building or part building to be used**)

.....  
 (“The facility”)

(2) Purpose of Occupancy / Use

.....  
 (“The User’s purpose”)

(3) **Period or Periods of Occupancy / Use**

(4) **Consideration**

A Fee to cover expenses as determined by the Church.

.....(\$ )

(Plus 10% Goods and Services Tax if applicable. Refer to page 322 of GST Manual)

(“The fee”)

(5) **Excluded Days** (eg. School holidays, fete day etc)

.....  
The parties agree that for payment of the fee the User and all persons authorised by the User or acting on behalf of the User shall have the occupancy and use of the facility for the period or periods and for the purpose described above except on Excluded Days, on the conditions of use set out below.



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## CONDITIONS OF USE

1. **“The Church”** means The Church Council or Board of the Uniting Church congregation or organisation having the control of the facility and includes its minister, staff and employees, and The Uniting Church in Australia Property Trust (N.S.W).
2. **“The User”** means the person, group or organisation using the facility or part of the Church’s property for any purpose, and the representatives and office bearers and staff of the User.
3. **“The facility”** means that part of the Church’s property or premises or facilities therein described in Item (1) used or occupied by the User, and includes furniture, fittings and equipment therein owned or supplied by the Church.
4. The User shall, at all times the facility is occupied or used under this Agreement, be responsible to:
  - a) Keep the premises 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 neighbours.
  - d) Avoid any action which would cause damage or allow damage to the premises or its contents. 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 facility or its contents which arise as a result of the occupancy of the premises under the terms of this Agreement.
  - e) Leave the premises securely closed and locked with all lights, heaters and other appliances turned off or in the manner prescribed by the Church representative.
  - f) Comply with the reasonable directions of the Church’s representative as to the use and re-arrangement of furniture if any is used or moved by the User.
5. The User should have a Public Liability Policy of at least \$5,000,000. This Policy should hold indemnified the Church, its office bearers and members for any damage, injury or accident on the premises arising out of the negligence of the user during or connected with the User’s occupancy or use.
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 premises 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 upon the premises/property.



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7. Property owned by the User and its invitees and brought into the facility is the User's sole responsibility 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.
8. The Church shall not be liable to the User for any loss or damage which the User may incur due to the premises not being available to the User for any reason beyond the control of the Church or on the Excluded Days.
9. The User will not permit smoking of tobacco or any substance, or the consumption of alcohol, or use of any other dangerous noxious or inflammable substance, within the Church property.
10. The User's use of the facility may be terminated by the Church at any time, for breach of this agreement by the User, or at the Church's own discretion, by written notice to the User which may be effective immediately. The User may terminate this agreement at any time by written notice to the Church's representative.
11. If any activity of the User in the facility under this agreement involves children, the User undertakes and Warrants that no person who is prohibited under the Child Protection (Prohibited Persons) Act will participate in such use or activity and that the User will cause its staff and invitees to observe the provisions for the Children and Young Persons (Care and Protection) Act.
12. The signatory to this agreement on behalf of the User warrants his authority to enter into this agreement on behalf of the User.
13. The fee for continuing or future use of the facility will be reviewed periodically in relation to the expenses of the Church, and may be altered on seven (7) days written notice from the Church to the User.

Signed and accepted on behalf of the User:

Signed for the Church:

.....  
Signed – User / Users Representative

.....  
Church's Representative

Full Name: .....

Full Name: .....

**Position:** .....

**Position:** .....

Date: .....

Date: .....