

Tax Invoice and Summary of Agreement

Item 1/ Date:	<agreement date>	
Item 2a/ Supplier:	St Luke's Anglican Church Enmore ABN: 78 161 584 893	
2b/ Address of Supplier:	11 Stanmore Road, Enmore. <u>Postal Address</u> PO Box 64 <u>Enmore 2042.</u>	Telephone 02.9557.4219 E-Mail rector@stlukesenmore.org.au
Item 3a/ To:	<Name>	
3b/Of:	<Address>	
Item 4a/ Use From:	<first use date>	
4b/Use To:	<last use date>	
5b	Church Hall	
5c	<equipment>	
Item 6	<Times and dates of use>	
Item 7/Amount Due ¹ :	<cost>	
Item 8	<Permitted Use:>	
<p>We the undersigned have read and enter into the Licence Agreement specified in this six page document. The Licensee understands that the Licence Agreement cannot take effect before receipt of a copy of the insurance Certificate of Currency as per Clause 12 of the Agreement</p>		
	PRINT NAME	Signed/ Dated
Licensee:	<Name>	
Churchwarden:		
Churchwarden:		

¹ Note that no GST is payable on this account.

Licence Agreement for the Use of an Anglican Hall or Rooms (Excluding Church Building)

This Agreement is made on the date specified in **Item 1** between the following parties -

1. The Churchwardens of the Anglican Church specified in **Item 2(a)** of the address specified in **Item 2(b)** (the "Churchwardens"); and
2. The person or corporation specified in **Item 3(a)** of the address specified in **Item 3(b)** (the "Licensee").

Recitals

A. The Churchwardens may grant licences for the use of the Hall situated on the Property pursuant to clause 20A of the Church Administration Ordinance 1990.

B. The Licensee has requested that the Churchwardens grant a licence to the Licensee to permit the Licensee to use the Hall, the Services and the Access Way.

C. The Churchwardens have agreed to grant a licence on the terms set out in this agreement.

In consideration of, among other things, the mutual promises contained in this agreement, it is agreed between the parties as follows -

Definitions

1. (1) In this agreement unless the context otherwise requires -

"Access Way" means the pathway designated by the Churchwardens as the route by which the Licensee and the Licensee's Employees and Visitors may have access to the Hall and to the Services.

"ACPT" means the Anglican Church Property Trust Diocese of Sydney or other registered proprietor of the Property.

"Hall" means the building or room(s) specified in **Item 5(b)** erected on the Property.

"Commencement Date" is the date specified in **Item 4(a)**.

"Expiry Date" is the date specified in **Item 4(b)**

"GST" has the meaning given in A New Tax System (Goods and Services Tax) Act 1999.

"Licensee's Employees and Visitors" means each and every of the Licensee's employees, agents, visitors and invitees who may at any time be in or upon the Hall or upon the Property.

"Licence" means the licence granted by the Churchwardens to the Licensee under clause 2.

"Licence Fee" means the fee payable under clause 4 inclusive of GST.

"Licence Term" means the period commencing on the Commencement Date and expiring on the Expiry Date.

"Month" means calendar month.

"Permitted Use" means the use specified in **Item 8**.

"Property" means the property located at the address specified in **Item 2(b)**.

"Services" means the tearooms, washrooms, toilets, storage space and other services designated by the Churchwardens as being available for use by the Licensee and the Licensee's Employees and Visitors.

"Supply" means the supply of goods, services or other items.

"Quarter" means each period of 3 months commencing on 1 January, 1 April, 1 July and 1 October in each year.

"Review Date" means 1 March.

"Special Event" means an extraordinary event requiring the Churchwardens to have exclusive use of the Property. A Special Event may be (but is not limited to) a funeral.

"the Rector" means Fr Gwilym Henry-Edwards of the address specified in **Item 2(b)**

(2) In this agreement a reference to an Item means an Item of the schedule attached to this agreement.

Grant of licence

2. (1) The Churchwardens grant to the Licensee and the Licensee accepts from the Churchwardens a licence to enter and use the Hall and the Services for the periods specified in **Item 6** during the Licence Term on the terms set out in this agreement.

(2) The Churchwardens agree to permit the Licensee and the Licensee's Employees and Visitors to use the Access Way for the purpose only of ingress and egress from the Hall and the Services.

(3) The Licensee may, subject to the direction of the Churchwardens, use the property situated in the Hall specified in **Item 5(c)** in conjunction with the Permitted Use.

Licence constitutes personal right only

3. The Licensee has a personal right of use of the Hall, the Services and the Access Way on the terms specified in this agreement and has no interest in the Property. The legal right to possession and control over the Hall, the Services and the Access Way remains vested in the Churchwardens and ACPT throughout the Licence Term.

Licence Fee

4. (1) The Licensee agrees to pay by way of Licence Fee the amount specified in **Item 7** under the terms specified in **Item 7**. The Licensee agrees to pay the amount of the Licence Fee by direct payment into the following bank account:

BSB 062-165 (Commonwealth Bank Enmore)

Account Number: 10023547

Account Name: St Luke's Anglican Church Working Account

The transfer may be made electronically, or by way of a deposit to the St Luke's account made in person at any Commonwealth Bank branch.

(2) The Hall Administrator may, by giving 14 days' notice in writing to the Licensee, vary the bank account details into which payment must be made. Cash is not accepted as payment of the Licence Fee. Cheques may be accepted in exceptional circumstances with written consent of the Hall Administrator and will incur a handling fee of \$10 per cheque in addition to the agreed Licence Fee.

Contribution to Expenses

5. (1) The Licence Fee will include reasonable costs relating to electricity consumed and water used in the Hall. If it is determined by the Churchwardens that the Licensee's consumption of electricity and/or water exceeds a reasonable amount, the Licensee must pay to the Churchwardens, within 14 days of request by the Churchwardens, such amounts as the Churchwardens may determine as being in excess of a reasonable amount.

(2) The Licensee must pay to the Churchwardens, within 14 days of request by the Churchwardens, \$50 for any replacement key required.

GST

6. (1) The parties acknowledge and agree that:

(a) it is intended that the Licence Fee payable by the Licensee under this agreement will not include GST; given the advice of the Australian Taxation Office that the Churchwardens are not required to charge GST for contributions for hall use.

(b) if during the Licence Term (or any period of holding over under this agreement) the rate at which GST is payable is varied, the Licence Fee payable from the date of such variation shall be the Licence Fee payable immediately before the date of the variation subject to any adjustment (whether up or down) necessary to take into account the variation.

(2) If the Churchwardens or ACPT is liable to pay GST in respect of any amount paid or payable by the Licensee under this agreement by way of contribution to or indemnification against any action, claim, demand, loss, damages, cost, or expense which the Churchwardens or ACPT is or may be liable to pay, the amount payable by the Licensee is to be increased to include the GST payable by the Churchwardens or ACPT to the extent the Churchwardens or ACPT is not entitled to claim an input tax credit in respect of any GST included in such action, claim, demand, loss, damages, cost, or expense.

Bond

7.(a) A bond of \$100 is payable by the Licensee prior to the first use of the Property. If the Licensee is in breach of its obligations under this agreement the Churchwardens will be

entitled to apply all or part of the amount of such bond to rectify such breach or to compensate the Churchwardens for the loss suffered as a result of that breach.

(b) The bond will be returned to the Licensee by way of a transfer into the bank account nominated by the Licensee or if no bank account is nominated by a cheque payable to the Licensee and posted to the Licensee at the address given in item 3.

The bank transfer or the mailing of the cheque will be within 14 days (excluding Saturdays, Sundays and Public Holidays) of the fulfillment of all the Licensee's obligations under this agreement, unless the Licensee is given prior notice of a breach under (a) above.

Undertakings by Licensee

8. The Licensee agrees and undertakes that -

- (a) the Licensee will use the Hall for the Permitted Use only and for no other purpose;
- (b) the Licensee will not use the Services or cause them to be used for any purposes other than those for which they were constructed;
- (c) the Licensee will not do or permit anything to be done in the Hall which is unlawful.
- (d) the Licensee will not permit smoking or the consumption of alcohol within the Property.
- (e) the Licensee will not permit the consumption of any other drug within the Property.
- (f) the Licensee will not fix any exhibits or decorations to the Hall without the prior written agreement of the Rector or the Churchwardens.
- (g) the Licensee will ensure that no nuisance either by way of noise or otherwise is created which may cause inconvenience to adjoining owners or occupiers
- (h) the Licensee will not do anything which may imperil any insurance effected in respect of the Hall or Services or any building of which the Hall or Services may form part (including but not limited to covering or tampering with any illuminated exit signs);
- (i) the Licensee will not damage or alter the Hall or its furniture or fittings in any way and will at the Licensee's own cost make good any defect or damage to the Hall or any other building on the Property caused by the misconduct, neglect, default or breach by the Licensee or the Licensee's Employees and Visitors; and
- (j) the Licensee will not permit or suffer any of the Licensee's Employees and Visitors to do any act, matter or thing which would be in breach of paragraphs 8(a) to (l).

9. The Licensee further agrees and undertakes that -

- (a) the Licensee will comply with all laws and other obligations relating to persons engaged or to be engaged by the Licensee to work with children in the Hall including but without limiting the generality of the foregoing the Child Protection (Prohibited Employment) Act 1998 and the Commission for Children and Young People Act 1998;
- (b) the Licensee will cause all doors and other means of access to the Hall and Services to be securely fastened on all occasions when the Hall and Services are not being used by the Licensee;
- (c) the Licensee will leave the Hall and Property in clean condition at the end of each day of use. If the Churchwardens are required to clean any part of the Hall or Services, in preparation for other users, the Licensee will compensate the Churchwardens for all reasonable cleaning costs incurred.
- (d),(e) Deleted
- (f) the Licensee will remove from the Hall any property belonging to the Licensee leaving the Hall clear and available for use by other persons on days or times when the Hall is not permitted to be used by the Licensee, unless permitted to do otherwise in writing by the Rector.
- (g) the Licensee will vacate the Hall for the exclusive use of the Churchwardens if given notice of a Special Event. At least 24 hours written notice of a Special Event will be given by the Rector or the Churchwardens to the Licensee.
- (h) the Licensee will take all rubbish upon leaving the Property after each use.
- (i) the Licensee will not copy or cause to be copied any keys it may have for the Hall and Services without prior written agreement of the Churchwardens.
- (j) the Licensee will promptly give notice to the Churchwardens of any accident to or defect or want of repair in any services to or fittings in the Hall or the Services and of any other circumstances likely to cause any danger, risk or hazard to the Hall, the Services or any person; and
- (k) the Licensee will, on or before the Expiry Date, return all keys which it may have to the Hall and the Services to the Churchwardens.

10. If by reason of the Licensee's use of the Hall, the Property or any part thereof becomes liable to rating under the provisions of the Local Government Act 1993 or any Act replacing the same, the Licensee will within 7 days of notice from the Churchwardens, pay to the Churchwardens an amount equal to the rates assessed on the Hall, the Property or part thereof in any rating year or part thereof during the Licence Term.

Release and Indemnity

11. (1) The Licensee agrees to use the Hall, the Services and the Access Way at the risk of the Licensee and releases the Churchwardens and ACPT, to the full extent permitted by law, from all claims and demands of every kind in respect of, or resulting from, any accident, damage, theft, injury or death occurring in or on the Hall, the Services or the Access Way for which the Churchwardens or ACPT is or could become legally liable. The Licensee indemnifies the Churchwardens and ACPT against all actions, claims, demands, losses, damages, costs and expenses for which the Churchwardens or ACPT shall or may be liable in respect of or arising from the use by the Licensee or the Licensee's Employees and Visitors of the Hall, the Services or the Access Way.

(2) Without limiting the generality of subclause (1) the Licensee acknowledges that any property stored from time to time in any storage space which forms part of the Services is stored at the risk of the Licensee, and the Churchwardens and ACPT are not liable for any damage, theft, loss or destruction thereof.

Licensee to effect insurances

12. (1) The Licensee must obtain and keep current during the Licence Term the following insurance policies -

(a) a public liability insurance policy for an amount in respect of any single accident or event of not less than \$5,000,000 or such greater amount as the Churchwardens may require relating to the Hall, the Services and the Access Way indemnifying the Licensee in respect of the indemnity given by the Licensee to the Churchwardens and ACPT under clause 11 of this agreement; and

(b) where the Permitted Use is for any form of counselling or preschool/ kindergarten/child care centre, a professional indemnity insurance policy for an amount in respect of any single claim of at least \$1,000,000 or such greater amount as the Churchwardens may require in respect of any advice given by the Licensee or activities directed by the Licensee in or on the Hall.

(2) The policies shall be with a reputable insurance office or company. The Licensee must provide to the Churchwardens, within 7 days of request, a copy of the policies effected pursuant to this clause and a certificate of currency in relation thereto.

Termination of agreement

13. (1a) If any moneys payable by the Licensee to the Churchwardens under this agreement remain unpaid for more than 14 days after the date on which such moneys ought to have been paid, or if the Licensee commits, permits or suffers to occur any breach or default in the due and punctual performance of any other provision of this agreement, and where such breach or default is capable of rectification such breach or default is not rectified within 28 days of notice from the Churchwardens requiring such rectification, the Churchwardens may at any time thereafter terminate the Licence agreement by giving notice of termination to the Licensee.

(1b) All fees paid are non-refundable and cannot be applied as consideration for the use of the Property on dates other than those for which the fees were originally paid.

(2) If ACPT or the Churchwardens receive any notice or other communication from a local government authority that the Permitted Use is prohibited or requires development consent under an environmental planning instrument or as a result of a changed existing use in terms of Part 5 of the Environmental Planning and Assessment Regulations 2000, the Churchwardens or ACPT may terminate this agreement by notice given to the Licensee.

(3) The Licensee may terminate this agreement at any time by giving 28 days written notice to the Churchwardens.

No Liability

14. No liability shall attach to a party by reason of the termination of the Licence pursuant to clause 13 but such termination is without prejudice to the rights of a party in respect of any

breach or non-observance of any provision of this agreement by the other party occurring before such termination.

Notices

15. Any notice required or authorised to be given or served upon a party must be in writing and be signed by the party giving the notice. Such notice may be given by post or hand to that party at its address referred to below or such other address as that party may notify to the other in writing -

(a) if to the Churchwardens, at the address specified in **Item 2(b)**,

(b) if to the Licensee, at the address specified in **Item 3(b)**.

16. Any notice will be deemed, in the absence of proof to the contrary, to have been received by the party to whom it was sent -

(a) in the case of hand delivery, upon such delivery;

(b) in the case of prepaid post, 2 business days after the date of posting.

17. A notice shall be deemed to have been duly signed by the Churchwardens if signed by any 2 of the Churchwardens.

Entire Agreement

18. This agreement contains the entire agreement between the parties and will not be amended or supplemented except in writing signed by each of the parties.

Assignment

19. The Licensee may not assign its rights under this agreement without the prior written consent of the Churchwardens.

Costs, Taxes and Duties

20. Clause deleted.

Change of Churchwardens

21. (1) The parties agree that if during the Licence Term or any period of holding over under this agreement -

(a) 1 or more persons ("outgoing churchwardens") cease to act as Churchwardens of the Anglican Church specified in Item 2(a); and

(b) 1 or more persons ("incoming churchwardens") are duly elected or appointed to act as Churchwardens in place of the outgoing churchwardens; and

(c) a notice signed by the Churchwardens and the incoming churchwardens is given to the Licensee advising the matters referred to in paragraphs (a) and (b), then subject to subclause (2) the incoming churchwardens shall from the date of the notice be taken to have entered into this agreement as Churchwardens in place of the outgoing churchwardens.

(3) The parties acknowledge and agree that upon a notice under subclause (1) being given:

(a) any rights exercisable by or benefits arising or that have arisen for the benefit of the outgoing churchwardens under or in respect of this agreement shall from the date of the notice be exercisable by and shall arise and be taken to have arisen for the benefit of the incoming churchwardens; and

(b) the outgoing churchwardens remain liable for, and the incoming churchwardens have no liability for, any claim or demand of any kind arising under or in respect of this agreement as a consequence of any act or omission by the outgoing churchwardens prior to the date of the notice.