

LICENCE TO USE OR OCCUPY PREMISES

BETWEEN

**THE COMMITTEE OF MANAGEMENT (Development & Finance Ministry)
OF THE PRESBYTERIAN CHURCH, “Licensor”**

AND

“Licensee”

WHEREAS:

- A. The Licensor is the proprietor of Church lands known as 43 Gan Gan Road, Anna Bay for the Gateway Family congregation of the Presbyterian Church of Australia in the State of New South Wales
- B. The Licensor has at the request of the Gateway Family Presbyterian Church agreed to permit the Licensee to use and occupy certain areas of the premises during certain periods as agreed before the specific event.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:

LICENCE FEE

TERM

This agreement may be terminated

- 1. By the Licensor immediately if any serious breach of this agreement is not remedied within 30 days.

USAGE

DESCRIPTION OF PREMISES: Church, Hall, kitchen, and toilets.

HOURS AND PARTICULAR PERIODS OF USE OR OCCUPANCY

7.00 - 11.00pm, or as agreed; on

This agreement does not include a guarantee of exclusive use. The Licensor reserves the right to any access for any purpose at any time.

Use of kitchen facilities is conditional on the Licensee providing their own consumables and returning the facilities to original condition after use.

SECURITY OF PREMISES

The Licensee undertakes to secure all doors windows and gates diligently on all occasions when the premises are left unoccupied and at the completion of any period of use.

No goods whatsoever shall be left at or stored on the premises without written permission of the Licensor.

OTHER SPECIAL CONDITIONS

- a. The Licensee will be responsible for any damage occurring through unauthorised use of any facilities or equipment.
- b. The Licensee shall ensure that the premises remain in the same condition after use as before use each day and may be asked to contribute to the Licensor’s regular weekly cleaning roster.

GENERAL

The Licensee agrees:

- i. To operate only those activities agreed by the Licensor;
- ii. To comply with all regulatory requirements;
- iii. To obey any directions given by the Building Maintenance Supervisor;

- iv. To keep the premises reasonably clean;
- v. To notify the Licensor as soon as practicable of any damage to the premises;
- vi. To ensure that nothing is done that may prejudice any insurance policy held by the Licensor;
- vii. Not to promote, exhibit or display in the premises any material or decorations which would be in conflict with the principles of the Licensor;
- viii. Not to sleep or permit anybody to sleep on the premises;
- ix. Not to hold or permit to be held any sale by auction on the premises;
- x. Not to use or cause the premises to be used for any illegal purpose;
- xi. Not to cause or permit a nuisance or interference with the reasonable peace, comfort or privacy of neighbours;
- xii. Not to intentionally or negligently cause or permit any damage to the premises;
- xiii. Not to attach or remove any fixture or renovate, alter or add to the premises;
- xiv. Not to use without first obtaining permission, and not to interfere with the computer equipment operated by the church;
- xv. Obey rules and regulations as the Licensor may from time to time make and communicate to the Licensee;
- xvi. To indemnify and hold the Licensor harmless unconditionally against any loss, injury or damage arising from this agreement or the Licensee's use of the premises; and to provide to the Licensor, before the event, a copy of the Public liability insurance cover.**
- xvii. When the agreement ends to leave the premises as nearly as possible in the same condition, other than fair wear and tear;

We hereby enter into this agreement and agree to all its terms.

SIGNED BY THE **LICENSOR:**
 (Signature of Licensor)

In the presence of
 (Signature of Witness)

SIGNED BY THE **LICENSEE:**
 (Signature of Licensee)

In the presence of
 (Signature of Witness)

dated.....