



# The Uniting Church in Australia

## TOORAK UNITING CHURCH

### LICENCE AGREEMENT **This agreement has special conditions on page 4 to comply with guidelines for Covid-19**

#### PARTIES

Toorak Uniting Church on behalf of **The Uniting Church in Australia Property Trust (Victoria)**

Referred to as: (the **Church**)

Details 603 Toorak Rd, Toorak VIC 3142  
Email: office@toorakuc.org.au  
Contact Person: Office Manager  
Phone: 03 9829 0300

Name - Referred to as (the **User**) \_\_\_\_\_

#### User Details

Address line 1 \_\_\_\_\_  
Address line 2 \_\_\_\_\_  
Suburb \_\_\_\_\_ State \_\_\_\_\_  
Contact person name \_\_\_\_\_ Person responsible for payment \_\_\_\_\_  
Contact person phone \_\_\_\_\_ Contact person email \_\_\_\_\_  
Is the User ☐ A registered Not For Profit organisation?  
☐ Hiring for a private / family event?

#### THE PARTIES AGREE:

- A. The Uniting Church is the owner of the property at 603 Toorak Rd, Toorak including the Licensed Area described in clause 1.2 and highlighted on the attached plan being "**Annexure A**".
- B. The Church has, at the request of the User, agreed to permit the User a **non-exclusive right** to use and occupy the Licensed Area in accordance with this licence agreement ('agreement') which includes the attached **Conditions of Use**.
- C. The User agrees to use and occupy the Licensed Areas on the terms and conditions of this agreement for the permitted use of:

(specify User's purpose eg dance class, craft group, 5 y.o birthday party).  
\_\_\_\_\_

#### KEY TERMS OF AGREEMENT

##### 1.1 Commencement Date and End Date

This agreement will continue for the term, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_, subject to any earlier termination or extension granted in accordance with this agreement.

##### 1.2 Licensed Area

The Church allows the User to use and access the following Licensed Area(s) shown in **Annexure A** and any specified furniture, fittings and equipment as follows:

##### Rooms and spaces

- |                                    |  |  |  |
|------------------------------------|--|--|--|
| <input type="checkbox"/> Hall      | <input type="checkbox"/> Faichney Room | <input type="checkbox"/> Wettenhall Room   | <input type="checkbox"/> Church Space          |
| <input type="checkbox"/> Kitchen   | <input type="checkbox"/> Kitchenette   | <input type="checkbox"/> Hallway / Gallery | <input type="checkbox"/> Office/Treatment Room |
| <input type="checkbox"/> Courtyard |  |  |  |

**The disabled toilets in the Faichney Room must be accessible to people with a disability. Hire of the Faichney Room is therefore subject the disabled toilets being made available at any time to such people as may need them.**



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### Facilities and equipment

☐ Chairs ☐ Toilet facilities ☐ Tables ☐ Lectern ☐ Storage

Other included facilities/items: \_\_\_\_\_

**Use of the piano/organ is expressly forbidden except with written permission of the Director of Music.**

**1.3. Scheduled Hours – you may enter up to 12 dates. Please use one line for each room being hired.**

Unless otherwise agreed between the parties, the Licensed Area will be used only on the following days and times  
(please complete eg Monday 4pm-5pm):

Room	Date	Start time	Finish time	Approx # attending
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The User accepts that if hiring on a public holiday, the set up and pack up of the room will be entirely their responsibility

**1.4. Licence Fee (to be completed by Church Office)**

The licence fee payable by the User will be calculated as follows:\*

Room fee – room 1	\$	_____	
Room fee – room 2	\$	_____	
Room fee – room 3	\$	_____	
Church Officer	\$	_____	Set up / pack up / open / close
Cleaning fee	\$	_____	TBC as advised by cleaner
Bond/other expense	\$	_____	
<b>Total</b>	\$	_____	

**The Church conducts an annual review of hire fees and reserves the right to increase the licence fee with one month's notice.**



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### 1.5. Termination

(a) Either party may give written notice of the termination of this agreement for any reason, provided that one month's notice is given.

(b) The Church may terminate the agreement immediately if the User is in breach of any of the terms of this agreement and fails to remedy the breach within 7 days of receiving a written notice specifying the breach.

### 1.6. Payment of Licence Fee

(a) The licence fee shall be paid at least one month prior to occupation. If booked with less than one month to occupancy, the fee shall be paid at the time of booking.

(b) Payment may be made:

#### A. By bank direct deposit to Church (preferred)

A/C Name                      Toorak Uniting Church  
BSB                              033-086  
Account                        911892  
Reference                      Your Toorak Uniting Church  
   invoice number

#### B. By cheque made payable to

Toorak Uniting Church  
Attention Bookkeeper  
603 Toorak Rd  
Toorak VIC 31042

OR

#### C. By credit card (2.2% surcharge applies)

### 1.7. Payment of Security Deposit

A security deposit of \_\_\_\_\_ shall be paid (via payment method at 1.7) prior to the User's occupation of the Licensed Area as security against any damage or cost incurred as a result of the User's occupation. If there is no breach of conditions, damage or extra cleaning costs, the security bond shall be returned in full to the User's bank account as follows:

User's account  
name \_\_\_\_\_

BSB \_\_\_\_\_ Account number \_\_\_\_\_

### 1.8. Funerals

The User's use and occupation of the Licensed Area under this agreement is granted **subject** to the Church's right to use that area, where required, for the purpose of funerals on the condition that a minimum of 3 days' notice is given by the Church.

### 1.9. Conditions of Use

The User acknowledges that they have received, read and understood the attached Conditions of Use.

### 1.10. Resolution of Dispute

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.

### 1.11. Amendment of Agreement

Terms 1.1 to 1.5 and 1.7 in this 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.

**SIGNED** by the CHURCH by its authorised representative

Signature \_\_\_\_\_

Name and role \_\_\_\_\_

Date \_\_\_\_\_

**SIGNED** by the USER by its authorised representative

Signature \_\_\_\_\_

Name and role \_\_\_\_\_

Date \_\_\_\_\_

## **COVID-19 Pandemic Requirements – applicable until the Victorian Department of Health and Human Services eases or ends restrictions.**

**Please make sure you fully acquaint yourself with these conditions.**

The User must be aware of the requirements stipulated in the latest directions issued by Victorian Government and Department of Health and Human Services and available at <https://www.dhhs.vic.gov.au/coronavirus>

The User must provide the Church with a copy of the User's COVIDSafe Plan.

Hand washing facilities and/or hand sanitiser are available at each open entrance to the facilities and must be used at the beginning, end and regularly throughout the activity session.

The number of people permitted to attend an event is limited by venue size – As this number is subject to change, depending on government regulations, the User will be appraised of each venue's maximum capacity by the Church's administration staff.

No person may enter the Premises if they are unwell.

The Licensor must keep a record of attendance and keep it for 28 days. Hirers must ensure all their attendees sign in. Use the QR code when possible. Alternatively, a written record may be collected, recording (as a minimum) the first name and contact number of each attendee. This record must be provided to the Church's administration staff to scan before the User leaves the premises.

The Licensor must immediately inform the Licensee if one of their attendees was unwell during the hire or subsequently tested positive for COVID-19.

Groups must not congregate in the passageway, the kitchen or the kitchenette.

Attendees may not make use of Toorak Uniting's crockery, cutlery or glassware until such time as restrictions are fully lifted.

Before and after using the Premises, the Church will arrange for cleaning using Viraclean surface spray disinfectant (ARTG number: 69000) or Glen 20 Surface Spray Disinfectant - Hospital Grade (ARTG number: 65954) as below:

- ✓ Clean frequently touched surfaces and any equipment - for example, entry gate (including handles, drop bolts and padlock), door handles, handrails, light switches, toilets, taps, tabletops, chair backs, kitchen surfaces, cupboard handles, and equipment used.
- ✓ Clean surfaces and fittings when visibly soiled and immediately after any spillage.
- ✓ If Viraclean or Glen 20 Surface Spray Disinfectant - Hospital Grade is unavailable, another disinfectant may be used only with prior agreement from the Church.



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### Conditions of Use

The parties agree that for payment of the licence fee, the User and all persons acting on behalf of the User shall have the non-exclusive right to use and occupy the Licensed Area for the User's permitted use for the term on the agreed days at the agreed times, on the conditions of use as set out below.

1. The following expressions will have the following meanings:

**The Church** means The Church Council of Toorak Uniting Church Congregation, its ministers, members and employees and The Uniting Church in Australia Property Trust (Victoria).

**The User** means the person, group or organisation using the Licensed Area, together with the representatives, office bearers and employees of the User.

**The Licensed Area** means that part of the Church's property used or occupied by the User, and includes any furniture, fittings and equipment therein owned or supplied by the Church and specified in clause 1.2 of this agreement.

2. At all times during the term, the User must:
  - a) pay the licence fee on time, without demand;
  - b) give at least 24 hours' notice of cancellation of use;
  - c) only use the Licensed Area for the permitted uses as **Annexure A**;
  - d) only access the Licensed Area within the hours stipulated in the agreement;
  - e) comply with all laws affecting or relating to the User's use and occupation of the Licensed Area, including but not limited to its obligations and responsibilities under child protection laws and standards, including working with children checks and mandatory reporting obligations;
  - f) obtain and keep current all licences (including copyright licences), authorisations, permits (including any planning permit required for the User's permitted use), accreditations, professional indemnity insurance (if applicable) and any other approvals necessary to comply with the permitted use of the Licensed Area;
  - g) comply with all rules or directions of the Church's representatives as notified to the User from time to time, including any safety rules or evacuation plans in existence which may be annexed to this agreement as **Annexure B**;
  - h) provide a safe environment to its guests, patrons and employees;
  - i) ensure the Licensed Area is left clean after use thereof. If the User fails to do so to a reasonable standard having regard for the current condition of the premises, the Church shall arrange for the premises to be cleaned at the expense of the User;
  - j) leave the Licensed Area securely closed and locked (if outside office hours) with all lights, heaters and other appliances turned off or as otherwise directed by the Church; keep the Licensed Area in a clean and tidy condition;
  - k) avoid any noise or action which will interfere with the Church's activities or neighbours. All amplified sound to be turned off by 10.00pm;
  - l) avoid any action which is contrary to the Church's mission, reputation or activities in the community;
  - m) avoid any action which would cause damage or allow damage to the Licensed Area or other Church property or which may invalidate or increase the premium of any Church insurance policy. Should any damage occur for any reason during the User's occupancy or use under this licence agreement, the User shall notify the Church as soon as practicable and pay on demand the reasonable costs of such damage or loss;
  - n) not permit the smoking of any substance, or the consumption of drugs within the Licensed Area or on Church property. Service or consumption of alcohol in the Licensed Area is only permitted with prior written consent from the Church and with the User obtaining any liquor license as required.
  - o) not to make any alterations or additions to the Licensed Area;
  - p) not to interfere with or remove any notices or equipment;
  - q) limit the number of attendees in the Licensed Area to no more than 100 unless otherwise agreed in writing by an authorised representative of the Church;
  - r) notify the authorised representative of any occurrence that may have damaged the Licensed Area or caused injury or damage to a person.
  - s) compensate the Church for the cost of repairs or replacement of any damage to the Licensed Areas or to the furniture, furnishings, windows or equipment during occupancy. Should repairs or replacement work be required it will be executed by existing contractors and suppliers of the Church. Any repairs or replacement work will be deducted from the Security Deposit. If the total cost of repairs or replacement work exceeds the Security Deposit, the User agrees to promptly pay any additional amount;
  - t) remove all refuse (rubbish including bottles and cans etc)
  - u) notify the authorised representative of the Church if the Police are called to the Licensed Areas for any reason;
  - v) complete a Victorian Police Party Plan at <https://bit.ly/2Ovp3sv> if the permitted use is a party of any kind. A copy of the completed Police Party Plan must be supplied to the Church with Payment of License Fee.



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3. The User must have a Public Liability Policy of at least \$10,000,000. This Policy should be unlimited in the aggregate and note the interest of The Uniting Church in Australia Property Trust (Victoria). The User can apply for Hirer's Public Liability Insurance with the Uniting Church if the Licensed Area is to be used for a maximum of 15 days per year. Please contact Synod Insurance Services to apply on 9251 5426 or [insurance@victas.uca.org.au](mailto:insurance@victas.uca.org.au).
4. The User will indemnify and hold harmless the Church against all costs, liability, loss or damage caused to the Church as a result of:
  - (a) damage or injury to any property or person caused by the User, its employees, agents or invitees;
  - (b) a breach by the User of its obligations under this agreement; or
  - (c) any negligent act or omission by the User, its employees, agents or invitees in the performance of or in connection with the User's use and occupation of the Licensed Area.
5. Property owned by the User and its invitees and brought into or stored the property is at the User's sole risk. The Church is not 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 Licensed Area.
6. The Church shall not be liable to the User for any loss or damage which the User may incur due to the Licensed Area not being available to the User for any reason beyond the control of the Church.
7. The right of the User to use the Licensed Area will not grant the User permission to use equipment in the Licensed Area or to store the User's items in the Licensed Area except as specified in this agreement and then only in accordance with any directions given by the Church.
8. The User warrants and undertakes to the Church that no use of the Licensed Area will be for retail purposes and that the User will not do anything which will have the provisions of the Retail Leases Act 2003 (Vic) apply to this agreement.
9. 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 licence agreement are personal to the User only.
10. The User acknowledges that it has satisfied itself as to the state and condition of the Licensed Area and the items used in the construction of the Licensed Area, and the User covenants with the Church so it will not require the Church to carry out any works or repairs with respect to the Licensed Area to make it fit for the intended use by the User.
11. The User agrees that this agreement does not give rise to a leasehold interest in the Licensed Area, only a short-term right of non-exclusive use in accordance with the terms of this agreement.
12. The User agrees there is no guaranteed parking onsite. Dedicated Church events (weddings, funerals, services etc) will always have precedence for onsite parking.
13. The User may not display any signage (banners, real estate-style signs) without the written consent of the Chair of the Property Committee
14. During Advent and Christmas there may be decorations in the Licensed Area which cannot be removed.



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ANNEXURE A  
(Plan of premises with Licensed Area **bordered in red**)

ANNEXURE B  
(Safety rules or evacuation plans and any other rules or directions required by the Church)

