



Catholic Diocese of Darwin

Agreement for Third Party Use of Church Premises

PART A: THE PARTIES

CHURCH ENTITY ('The Church')

Name of Church entity, e.g. Parish name	
Address	
Contact Person	
Email	
Phone	

USER OF PREMISES ('User')

Name of User	
Address	
Contact Person	
Email	
Phone	

THE PARTIES AGREE

This agreement is made between Catholic Church of the Diocese of Darwin (The Church) and the person/entity named above as the User of the Premises.

Pursuant to this agreement The Church agrees to hire to the User, and the User agrees to take on hire from The Church the Licensed Area as set out in the Hire Schedule on the terms and conditions of hire as set out in Part D.

PART B: HIRE SCHEDULE

1. Commencement and End Date

This Agreement will continue for the term, commencing on _____ and ending on _____ subject to any termination or extension granted in accordance with this Agreement.

2. Licenced Area to be used

The Church allows the User to use and access the agreed area as identified as described below (e.g.: hall, meeting area, carpark etc.):

3. Hire Period

The Licenced Area will be used only on the following days and times:

4. Equipment

The following equipment is included as part of the Hire of the Licenced Area (i.e. furniture, fittings and equipment) as described below:

5. Purpose

The User shall utilise the Licenced Area for the following purpose:

6. Hire Fees

The hire fees payable for use of the Licenced Area are as follows and are exclusive of GST (if applicable):

Hire fee	\$ _____	(weekly/monthly)
Utilities	\$ _____	(weekly/monthly)
Cleaning	\$ _____	(weekly/monthly)
GST	\$ _____	(as applicable)
TOTAL	\$ _____	(weekly/monthly)

A security deposit of \$ _____ is payable prior to release of Keys/Security passes etc.

7. Safeguarding children and vulnerable adults

In order to safeguard children, the User must agree to each of the following declarations:

- I/the User I represent, am/is committed to protecting and safeguarding children, young people and vulnerable adults.
- I/the User I represent, have/has a Safeguarding Policy in place and have/has an understanding of safeguarding. A copy of this policy is attached.
- I/the User I represent, have/has read the Church entity's Safeguarding Policy and Code of Conduct and will act in accordance with these policies whilst using the licenced area.
- All those who are working or in contact with children during the use of the licenced area have obtained a Working with Children Check.
- I understand that if the User I represent is found to be in breach of this declaration, the Church entity reserves the right to immediately cancel any leasing or hiring Agreement.

8. Insurance

Details of the User’s Public Liability insurance cover is as specified. (details of public liability insurance with a reputable insurer for an amount not less than \$10,000,000.)

Insurer: _____

Policy No. & liability limit: _____

9. Special Condition/s

The following special conditions apply to the Hire of the Licenced Area for the purposes of this Agreement:

PART C - EXECUTION

Executed as an Agreement:

Signed for and on behalf of:

CATHOLIC CHURCH OF THE DIOCESE OF DARWIN as represented by:

_____ **(Church entity)** by its duly authorised representative.

.....

Signature

On this day (Date)

.....

Name of Authorised Representative

Signed for and on behalf of **USER** by its duly authorised representative.

.....

Signature

On this day(Date)

.....

Name & Position

PART D – TERMS & CONDITIONS

1 Ownership

The Church entity named above is the owner of the property, including the Licenced Area as outlined in the Hire Schedule

2 Hire agreement

The Church entity has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the Licenced Area in accordance with this Agreement.

The User agrees to take on the hire from The Church the Licenced Area on the terms and conditions of this Agreement.

The User must not sublet or sub-hire the Licenced Area or the Equipment.

3 Hire fees

The User agrees to pay to The Church the hire fees specified in Item 6 of the Hire Schedule. The User shall pay the fees within 14 days of use for that particular period.

4 Cancellation

The Church may, by written notice to the User, cancel any Hire Period without penalty or payment of compensation. If The Church cancels any Hire Period, The Church must promptly refund to the User any part of the hiring fee prepaid by the User for that Hire Period.

5 Use of Licenced Area and Equipment

The User agrees to reimburse The Church for the full cost of repairing any damage to the Licenced Area, any Equipment and any other property owned by The Church, where such damage has been caused by the User.

The User must:

(a) only use the Licenced Area and the Equipment for the purpose specified in Item 5 of the Hire Schedule;

(b) comply with all applicable laws when using the Licenced Area or the Equipment, including work health and safety requirements;

(c) not damage or deface the Licenced Area, the Equipment or any other property at the premises;

(d) take reasonable care of the Licenced Area and the Equipment during the Hire Period;

(e) not consume, or allow the consumption of, alcohol or illegal drugs on the Licenced Area or the premises premises during the Hire Period;

(f) not smoke, or allow any person to smoke, on the Licenced Area or the premises premises during the Hire Period;

(g) except with the prior written consent of The Church, not sell, or offer to sell, from the Licenced Area any goods or services;

(h) comply with any lawful directions given by the Authorised representative of The Church in respect of the premises, relating to use of the Licenced Area or the Equipment during the Hire Period.

6 Inspection and risk management

The User acknowledges that, prior to the commencement of the Hire Period, the User has had the opportunity to:

(a) inspect the Licenced Area and any Equipment; and

(b) consider any risks inherent in hiring the Licenced Area and how to address those risks.

7 Insurance

The User must hold in respect of the Hire Period a policy of public liability insurance with an insurer (lawfully carrying on insurance business in Australia) for an amount of not less than \$10,000,000.00.

8 Indemnity by User

The User indemnifies The Church and each of its employees and agents against:

- (a) claims in respect of any injury to, or death of, any person;
 - (b) claims in respect of damage to the property of any person; or
 - (c) loss of, or damage to, property of The Church (including the Licenced Area or the Equipment),
- arising from, or attributable to, the User's occupation or use of the Licenced Area or the Equipment.

The User's liability under the indemnity is to be reduced proportionately to the extent that the claim, loss or damage is caused or contributed to by an act or omission of The Church or any of its employees or agents.

The indemnity is a separate and independent obligation of the User. The indemnity survives the termination of this agreement.

9 Exclusion of liability

The Church is not liable for any theft of, or loss or damage to, any property of the User left or stored at the Licenced Area.

10 Notices

The addresses and email addresses of the parties for the receipt of any Notice are as set out in Part A of the Agreement, or as subsequently notified to the other party in writing.

A Notice may be served by: delivering it by hand to the party; leaving it at the party's address; sending it by prepaid ordinary post to the party's address; or sending it by email to the party's email address.

In this clause, Notice means a notice or other communication for the purpose of this agreement.

11 Governing law

This agreement is governed by the law of the Northern Territory of Australia.

12 GST

If GST is imposed on any supply made by a party under this agreement, the recipient of the supply must pay to the person making the supply, in addition to any consideration payable under the agreement.

GST means the Goods & Services Tax under the A New Tax System (Goods and Services) Act 1999 (Cwlth) as amended.

13 Special conditions

The special terms and conditions in Item 9 of the Hire Schedule form part of this agreement.

If there is any inconsistency between the special terms and conditions in Item 9 of the Hire Schedule and any another provision of this agreement, the special conditions override the other provision to the extent of the inconsistency.

14 Miscellaneous

This Agreement constitutes the entire Agreement between the Parties and supersedes all communications, arrangements, negotiations or Agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

This Agreement may not be amended for any reason without the prior written Agreement by both Parties.

Neither Party will assign their rights to this Agreement to another Party, in whole or in part, without the prior written consent of the other Party.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.