



PARISH of the UPPER BLUE MOUNTAINS PRESBYTERIAN CHURCH

Terms and Conditions

LICENCE TO USE OR OCCUPY PREMISES

BETWEEN The Committee of Management of the **Presbyterian Church Of the Upper Blue Mountains** ("Licensor") acted for by the **Blackheath Area Neighbourhood Centre**.

AND Yourself ("Licensee")

WHEREAS **A.** The Licensor is the proprietor of Church premises known as **Blackheath Presbyterian Hall, 123-125 Wentworth Street Blackheath NSW 2785**.

B. The Licensor has at the request of the Licensee agreed to permit the Licensee to use and occupy certain areas of the premises during certain periods of time for agreed purposes in exchange for payment as detailed by letter from time to time.

IT IS HEREBY AGREED AND DECLARED AS FOLLOWS

LICENCE FEE \$25.00 per hour including GST.

(The licence fee will remain unchanged for the periods of use or occupancy described in the schedule below, up to a period of twelve months. The licensor reserves the right to change or not change the licence fee at the yearly anniversary of the original signing of the rental agreement.)

TERM This agreement may be terminated

1. By either party giving 90 day notice in writing to the other, or
2. By the Licensor immediately if any serious breach of this agreement is not remedied within 30 days.

DESCRIPTION of PREMISES: Blackheath Presbyterian Hall, 123-125 Wentworth St Blackheath.

(The weatherboard building). It includes exclusive use of the kitchenette facilities, but shared use of the toilet facilities with the Church building.

Rental 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.

The Licensee is to provide a list to the Licensor of names to whom keys to the premises have been issued. The Licensor is to be informed in writing within one week of any changes to the list. No goods whatsoever shall be left at or stored on the premises without written permission of the Licensor.

OTHER SPECIAL CONDITIONS

A. Parking on the premises is only allowable subject to permission being provided by the Licensor.

B. The Licensee will be responsible for any damage occurring from use of any facilities or equipment.

C. The Licensee shall ensure that the premises remain in the same condition after use as before use. On each occasion.

D. The Hirer agrees to remove/take any of their rubbish/consumables/food from the premises.

GENERAL

The Licensee agrees:

- i. To operate only those activities agreed by the Licensor;
- ii. To comply with all regulatory requirements;
- iii. To provide a safe environment to guests, patrons and employees
- iv. To pay the licence fee on time with any GST applicable;
- v. To pay any stamp duty this agreement may attract;
- vi. To keep the premises reasonably clean;
- vii. To notify the Licensor as soon as practicable of any damage to the premises;
- viii. To ensure that nothing is done that may prejudice any insurance policy held by the Licensor;
- ix. Not to promote, exhibit or display in the premises any material or decorations which would be in conflict with the principles of the Licensor;
- x. Not to sleep or permit anybody to sleep on the premises;
- xi. Not to hold or permit to be held any sale by auction on the premises;
- xii. Not to conduct or allow any gambling or liquor on the premises;

- xiii. Not to use or cause the premises to be used for any illegal purpose;
- xiv. Not to cause or permit a nuisance or interference with the reasonable peace, comfort or privacy of neighbours;
- xv. Not to intentionally or negligently cause or permit any damage to the premises;
- xvi. Not to attach or remove any fixture or renovate, alter or add to the premises without the Licensor's written permission;
- xvii. Not to alter, remove or add any lock or other security device unless the Licensor agrees and is provided with a copy of the key or opening device or necessary information to open any lock;
- xviii. Not to assign the whole or part of the Licensor's interest under this agreement or sub-let the premises;
- xix. Obey rules and regulations as the Licensor may from time to time make and communicate to the Licensee;
- xx. To indemnify and hold the Licensor and The Presbyterian Church (New South Wales) Property Trust harmless unconditionally against any loss, injury or damage arising from this agreement or the Licensee's use of the premises;
- xxi. When the agreement ends to leave the premises as nearly as possible in the same condition, other than fair wear and tear;
- xxii. The Licensee agrees upon termination of this agreement to promptly and peacefully deliver up vacant possession of the premises, including the handing over of all keys;
- xxiii. The requirement of a Confirmation of Placement.
- xxiv. It is a requirement that the Hirer take any rubbish with them and leave the premises clean as when it was hired.

**By Using the Blackheath Presbyterian Hall
you are acknowledging your assent to this Licence**