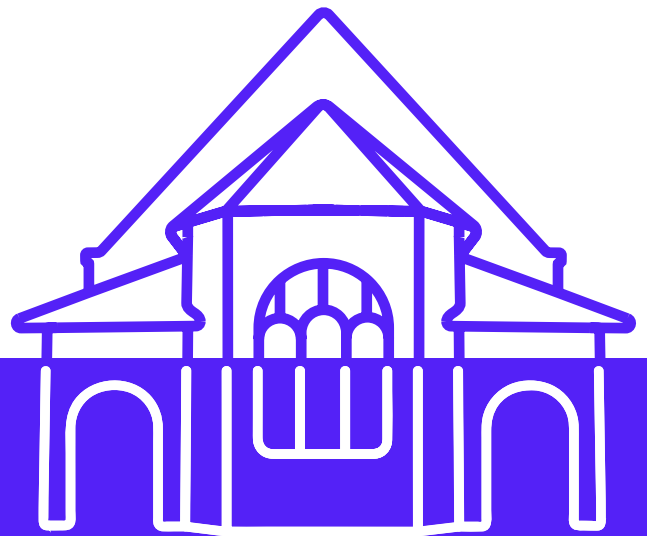


USER AGREEMENT

**LUGAR
BRAE
UNITING
CHURCH**



Lugar Brae Uniting Church User Agreement

This agreement is made between

Lugar Brae Uniting Church
2a Leichhardt St Bronte, NSW, 2024
(HIRER)

and

(HIREE)

BACKGROUND

- (A) The Hirer is responsible for the care, improvement, use, promotion, and financial management of the premise (Church).
- (B) The Hiree wishes to utilise the Church, or part of the Church, and the Hirer has agreed to make the Church available to the Hiree on the terms and conditions of this Agreement.

OPERATIVE PROVISIONS

1. Definitions and interpretation

1.1. Definitions

In this Agreement, unless the context indicates requires otherwise:

- (i) Access Pass means a pass which is issued by the Hirer to the Hiree to enable persons to have access to the non-public areas of the Church during the Event.
- (ii) Additional Facilities means the staff, facilities, equipment, services, and other items, excluding the Church Facilities, which the Hirer agrees to provide to the Hiree
- (iii) Associated Persons means:
 - (a) the employees, agents, and guests of the Hiree; and
 - (b) any other persons in any way engaged by or associated with the Hiree (other than employees or agents of the Hiree), but for the avoidance of doubt, excludes members of the public (if any) attending the Event.
 - (c) Business Day means a day other than a Saturday, Sunday or any other day which is a public holiday or bank holiday in the place where any thing is to be done.
- (iv) Church Co-ordinator means the person appointed by the Hirer
- (v) Church Facilities means the part of the Church which the Hiree must have the licence and authority to use in accordance with the provisions of this Agreement.
- (vi) Deposit means the amount the Hiree is to pay to the Hirer before the date of the Event.
- (vii) Event means the single Event or series of Events comprising the Event.
- (viii) Event Dates means the days on which the Event is to be held.
- (ix) Event Information Deadline means the date by which the Hirer is to provide relevant information relating to the Event to the Hirer or the Church Co-ordinator under the terms of this Agreement.
- (x) Event Times means the times of the Event Dates at which the Event is to be held.
- (xi) Hiring Fee means the amount and or formulas for payment
- (xii) Lock Up Time means the time by which the Hiree and the Associated Persons must vacate the Church.

- (xiii) Other Possession Times means the times agreed to by the Church Co-ordinator at any other time, during which the Hiree is allowed to use the Church Facilities for other agreed purposes.
- (xiv) Service Fees means the fees (if any) in respect of the provision of the Additional Facilities.
- (xv) Security Bond means the security bond referred to in clause 6(b).

1.2. Interpretation

In the interpretation of this Agreement, unless the context otherwise requires:

- (i) the singular includes the plural and vice versa;
- (ii) a reference to a gender includes a reference to each other gender;
- (iii) a reference to a person includes a reference to a firm, corporation, or other corporate body;
- (iv) a reference to a statute, regulation, or provision of a statute or regulation includes a reference to that statute, regulation or provision as amended or re-enacted from time to time;
- (v) a reference to writing includes a reference to printing, typing and other methods of producing words in a visible form;
- (vi) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (vii) headings are for ease of reference and do not affect the construction of this Agreement;
- (viii) a reference to a clause, paragraph, schedule, or attachment is to a clause, paragraph, schedule, or attachment of this Agreement;
- (ix) a party consists of more than one person, this Agreement binds them jointly and each of them severally; and
- (x) this Agreement binds in addition to the parties, their respective legal personal representatives, and successors.

2. Grant of licence

- (a) Subject to the provisions of this Agreement and to the special conditions (if any), the Hirer grants to the Hiree a licence and authority to use the Church Facilities and the Additional Facilities for the purpose of the Event at the Event Times and the Other Possession Times only.
- (b) This Agreement does not create a tenancy or any other relationship between the Hiree and the Hirer other than that of licensee and licensor.
- (c) The Hiree must not sub-let any part of the Church Facilities.
- (d) The Hiree must not access any areas of the Church other than the Church Facilities for any aspect of conducting the Event.

3. Provision of information by the Hirer

- (a) The Hirer must provide to the Church Co-ordinator at least 5 Business Days before the Event, a duly completed User Agreement Form, if the Hiree fails to provide an acceptable Hire Agreement Form, a late payment fee will be charged to the Hiree

- (b) The Church Co-ordinator may after receiving the User Agreement Form and having regard to the reputation of the Church, the structural and technical nature of the Church or the safety of any person, specify requirements with respect to the use of any equipment which the Hiree proposes to use in relation to the Event, including the requirement for the Hiree to provide supporting documentation that demonstrates the primary activity of the Hiree and its associated persons
- (c) If the Hiree fails to provide the completed Hire Agreement Form to the Hirer within the time specified in paragraph 3(a) or provides incorrect information, additional charges may be levied to offset costs incurred by the Hirer.
- (d) If there is any variation by the Hiree or the Associated Persons from the Event or any aspect of the Event as advised by the Hiree and agreed by the Hirer:
 - (i) the Hiree is responsible for the consequences of such variation and must bear all costs associated with it; and
 - (ii) the Hirer is not liable for the consequences of such variation and may exercise any of its powers set out in clause 20.

4. Payment of fees and other sums

- (a) In consideration of the Hirer agreeing to grant to the Hiree a licence and authority pursuant to this Agreement, the Hiree must pay to the Hirer:
 - (i) the security deposit of the amount set out in item 6 of the schedule
 - (ii) the Service Fees and all other sums which are payable by the Hiree to the Hirer pursuant to this Agreement; and the Hirer may deduct such fees and other sums from the Deposit or the Security Bond in accordance with the provisions of this Agreement.
- (b) The Hiree will pay to the Hirer all additional amounts paid or payable by the Hirer in providing the use of the Church Facilities and the Additional Facilities, including without limitation:
 - (i) the wages and on-costs for any additional cleaning, catering or security staff or other additional persons which the Hirer engages;
 - (ii) the cost of providing additional air-conditioning and illumination to the Church and any temporary equipment used in connection with the Event (including hire, delivery, installation and removal of equipment); and
 - (iii) an additional hiring fee for any variation or increase in the Event Dates or Event Times or Additional Facilities;

5. Cancellation or postponement of the Event

- (a) If for any reason (including events beyond the Hiree's control, but excluding any default on the part of the Hirer), the Hiree is unable to proceed with the Event on the Event Dates:
 - (i) the Hiree must immediately notify the Hirer in writing of that fact;

- (ii) subject to paragraph 5(a)(v), the Hiree's liability to pay the Hiring Fee under clause 4 must be as follows:
 - (A) if the cancellation is notified more than 7 Days prior to the Event Date, the Deposit will be refunded to the Hiree,
 - (B) if the cancellation is notified less than 7 Days prior to the Event Date, the Deposit will be retained by the Hirer; and
 - (C) in addition to paragraph 5(a)(ii)(B), if the cancellation is notified less than 5 days prior to the Event Date, the Hiree must pay the balance of the Hiring Fee as if the Event took place on the Event Date.
 - (iii) the Hiree must pay to the Hirer upon demand:
 - (A) all costs of any nature incurred by the Hirer in providing and preparing for the use of the Church Facilities for the cancelled or postponed Event; and
 - (B) all costs of any nature incurred as a result of the failure to continue the Event or any change in the scheduled times.
 - (iv) the Hirer may refuse to provide the Hiree with the Church Facilities on the relevant Event Dates or at the Event Times and is entitled to grant the licence and authority to use the Church Facilities on those dates and at those times to any other person; and
 - (v) where both parties agree to the Event being moved to another date, the Deposit will be retained by the Hirer and applied to the alternate booking.
- (b) Where the Hiree is unable to proceed with the Event on the scheduled Event Dates, the Hirer will adjust the cancellation fees payable under paragraph 5(a)(ii).

6. Deposit and Security Bond

- (a) The Hiree acknowledges and agrees that:
 - (i) this Agreement is conditional upon the Deposit being paid by the Hiree to the Hirer on or before the date specified in item 7 of the schedule 1 and any failure to pay the Deposit by that date will allow the Hirer to vacate the Event Dates; and
 - (ii) the Deposit is not refundable in the case of cancellation by the Hiree other than as set out in clause 6.
- (b) If in the opinion of the Hirer:
 - (i) there is a heightened risk of damage to the Church by reason of the nature of the Event;
 - (ii) the Event may not proceed as scheduled;
 - (iii) the Hiree may not discharge its obligations under this Agreement; or
 - (iv) the Hiree may not be in a position to pay to the Hirer all monies payable under this Agreement as and when due, the Hirer may require the Hiree to lodge with the Hirer a Security Bond of the amount set out in item 7 of the schedule 1.

7. Warranties of the Hiree concerning the Event

The Hiree warrants, at the time of entering into this Agreement, and at all times during the continuance of this Agreement that:

- (a) the Hiree has properly informed itself as to the suitability of the Church and the Church Facilities for the Event and has not relied upon any representation or advice of the Hirer, its employees, or agents;
- (b) it has the financial, technical, commercial and legal capacity to promote and stage the Event in accordance with information provided to the Hirer;
- (c) it has and will continue to provide all relevant information to the Hirer pertaining to the Event to enable the Hirer to comply with its obligations under this Agreement;
- (d) the Event will not cause any damage to the reputation or standing of the Hirer;
- (e) it has obtained all necessary authorisations, licences, consents, releases, and waivers from third parties to enable the Event to be promoted and conducted;
- (f) the presentation of the Event will not infringe the intellectual property rights of any third party; and
- (g) it will not do anything which will bring the Hirer into disrepute or make adverse comments about the Hirer in the media.

8. Hiree's obligations concerning the Event

- (a) The Hiree must:
 - (i) present the Event on the Event Dates and at the Event Times;
 - (ii) observe and comply, and ensure that all Associated Persons observe and comply with:
 - a) any rules and regulations (including any Hiree's guidelines issued by the Hirer) made or adopted by the Hirer for use and operation of the Church;
 - b) the provisions of all industrial agreements, awards and determinations governing any person engaged or employed by the Hiree in connection with the Event and the requirements imposed on the Hirer; and
 - c) the provisions of any statutes, regulations, by-laws or other requirements (including censorship laws) of any government, municipal or statutory authority applying to the Church;
 - (iii) obtain at its expense and produce to the Church Co-ordinator upon request, all permits and other licences required by any government, municipal or statutory authority or under any legislation in order to stage the Event and all necessary licences and authorisations relating to the use in the Event of any copyrighted materials, sound recording, film or performing right (including licences from the Australasian Performing Right Association) or other patented or copyrighted equipment, device or dramatic right;
 - (iv) ensure proper supervision of all Associated Persons;
 - (v) provide to the Church Co-ordinator, at no cost to the Hirer, a copy of the Hirer's proposed program (if any) for the Event prior to its publication or distribution and upon approval by the Church Co-ordinator, copies of the Hirer's final program for the Event;

- (vi) provide an authorised and responsible representative on site who will co-ordinate all communications with the Hirer and be contactable for the duration of the Event; and
- (b) The Hiree must pay the call out fee of Emergency Services by reason of a false activation of the fire alarm caused by the Hiree, its employees, agents or invitees.
- (c) The Hiree must not use and must ensure that the Associated Persons do not use the Church Facilities for any purpose other than for the purpose of presenting the Event or for any purpose which in the Church Co-ordinator's opinion constitutes a nuisance or a danger to any other person.
- (d) The Hiree must not and must ensure that the Associated Persons do not act outside of the requirements of this Agreement without the prior written consent of the Church Co-ordinator
- (e) The Hiree acknowledges that the Church is a non-smoking venue and smoking is only permitted in outdoor areas which are not otherwise designated as “no smoking” areas.
- (f) The Hiree must not do anything by which:
 - (i) any authorisation or licence in force in respect of the Church may be forfeited, suspended, or not renewed; or
 - (ii) any member of the police force or emergency services or any employee or agent of the Hirer is obstructed in the exercise of the Hirer's duties at the Church.
- (g) The Hiree:
 - (i) must conduct and manage the Event in a proper and orderly manner;
 - (ii) must not engage in and must ensure that Associated Persons do not engage in any riotous, disorderly, drunken, improper, or unlawful conduct or any conduct prohibited by this Agreement;
 - (iii) agrees that the Hirer, its employees and agents may refuse admission to or remove any person from the Church, including any of the Associated Persons at any time, regardless of whether the Event is in progress, or the Associated Persons are in any way essential to the Event; and
 - (iv) must instruct the Associated Persons on the appropriate conduct on their part necessary to avoid a breach of this clause.
- (h) The Hiree agrees to the following terms and conditions, including the strict prohibition of the use, possession, or distribution of illicit substances.
 - (i) Illicit substances, as defined in this agreement, include but are not limited to illegal drugs, controlled substances, and any substance whose possession or use is in violation of local, state, or federal laws.
- (i) The Hiree must engage in and must ensure that Associated Persons;
 - (i) Do not bring into the Church any firearms, explosives, inflammable liquids, hazardous materials,
 - (ii) Do not bring into the Church any machines that produce, smoke, mist, haze, fog, foam, dry ice or fluid, dry density machines, pyrotechnics or similar atmospheric altering equipment, confetti, glitter, powder dust or other such substances, whether manually dispersed or by a discharge mechanism, without the specific prior written approval of the Hirer (any cost arising from the activation of smoke

- detectors as a direct result of any non-permitted activity generated by the Event will be charged to the Hiree);
- (iii) Do not make or attempt to make any collections whether for charity or otherwise;
 - (iv) Do not remove or obscure, whether directly or indirectly, any signage, logo or other representation;
 - (v) Do not suspend any object or thing from the roof of the Church;
 - (vi) Do not install or use or bring into the Church any equipment, fittings, or electrical installation for the staging of the Event; or
 - (vii) Do not bring into the Church any equipment or item which by reason of its weight or vibration resulting from its operation could in the opinion of the Church Co-ordinator cause damage to the floor, the roof or to other parts or services of the Church.
 - (viii) use the Church, the Church Facilities, and the Additional Facilities in a safe and proper manner so as not to create any risk of injury or damage to person or property;
 - (ix) comply with all reasonable directions of the Church Co-ordinator in connection with the safe and proper use of the Church, the Church Facilities, and the Additional Facilities;
 - (x) refrain from marking, painting, drilling into or otherwise defacing any part of the Church or making any alteration or fixing any item to the structure, fittings, decorations or furnishings of the Church or the Church Facilities without the prior approval of the Church Co-ordinator;
 - (xi) comply with the Church Co-ordinator's directions concerning all equipment brought into the Church;
 - (xii) do not block or obscure emergency exits, emergency lights or fire protection equipment; and
 - (xiii) do not exceed the floor loading notified by the Hirer within the Church.
- (j) The Hiree is responsible for any equipment it brings into the Church including any equipment supplied by a third party for the Event and the Hirer must have no liability to the Hiree for any loss of or damage to any such equipment unless such loss or damage is caused by the negligence of the Hirer.

9. Damage to the Church

- (a) The Hiree must report to the Church Co-ordinator any damage to the Church, the Church Facilities, any of the Additional Facilities or other equipment, sustained during use by the Hiree, any Associated Person or any persons attending the Event immediately upon becoming aware of the damage.
- (b) The Hiree must pay the cost of repairing and making good any damage of the type referred to in paragraph 9(a) (unless caused by the negligence of the Church, its employees, or agents) including the cost of labour and materials and replacement equipment.
- (c) The Hiree must pay to the Hirer the amount of any revenue which the Hirer calculates to have been lost by reason of any damage of the type referred to in paragraph 9(a) or the repairing and making good of any such damage.

10. Marketing, promotion, and sponsorship

- (a) The Hiree must submit to the Church Co-ordinator for approval, details of all

- advertisements and promotions (including trailers and ticketing information if any) in relation to the Event and will not advertise or promote the Event or the dates for sale of any tickets without the prior approval of the Church Co-ordinator.
- (b) Without limiting paragraph 10(a), any use by the Hiree of the Church's name, logo, image, trademarks, or other intellectual property in any advertising or promotional material must receive the prior written consent of the Hirer.
 - (c) The Hiree must not erect or place any flag, banner, or other signage in or around the Church without the prior approval of the Hirer, which may be given or withheld at the sole discretion of the Hirer. Without limitation, approval will not be given for any signage which is likely to detract from the appearance of the Church, is potentially unsafe or which may cause any damage to the building, fittings, or furniture within the Church.
 - (d) The Hirer retains the full discretion to determine what, if any, rights may be granted to the Hiree's sponsors that affect the Church or the conduct of the Event.

11. Rights of the Hirer regarding operation of the Church

- (a) The Hirer reserves the exclusive right to grant to any other person or to retain for itself the right to:
 - (i) nominate preferred suppliers for equipment and catering;
 - (ii) provide the security and cleaning services at the Church;
 - (iii) designate technical and facilities staff to assist in delivering the Event; and
 - (iv) provide ticketing services (if required) for the Event.
- (b) The Hiree agrees that it will comply with any directions made by the Hirer in exercising the rights reserved under paragraph 11(a) and that as a consequence of such rights:
 - (i) unless specifically set out in this Agreement, the Hiree has no right to demand that the Hirer will sell or supply or will not sell or supply items of any particular type, brand or description.
 - (ii) no security organisations will be admitted to the Church for the purpose of carrying out duties relating to the provision of security for any person including any artists or performers, without the prior written consent of the Church Co-ordinator; and
 - (iii) the Hirer must determine the appropriate allocation of security to the Event at the Hiree's cost, having regard to the number of proposed patrons attending.

12. Rights of the Hirer in respect of the Event

- (a) The Hirer reserves for itself the right:
 - (i) to have access to all areas of the Church at all times for the purpose of carrying out its normal duties;
 - (ii) to determine in its absolute discretion acceptable sound limits in respect of the Event, including without limitation, for music, karaoke, videos, and amplified noise;
 - (iii) to refuse admission to or to remove from the Church at any time any Associated

- Person;
 - (iv) to direct crowd control measures, safety and security systems and procedures;
 - (v) to suspend or control the Event if in the reasonable judgment of the Hirer, the Event is not in accordance with this Agreement;
 - (vi) to take all actions and make all directions relating to the use of the Church and the Church Facilities by the Hiree or the Associated Persons as it deems necessary;
 - (vii) to authorise the Church Co-ordinator to exercise on behalf of the Hirer; and
- (b) At the Hirer's own discretion, the rights reserved to the Hirer under this Agreement;
- (i) to suspend or cancel any Event if in the opinion of the Church Co-ordinator it is necessary to vacate the Church in order to avoid exposing any person to danger or if directed by the police, fire brigade or any other relevant authority;
 - (ii) to issue Access Passes permitting specified persons to have access to specified areas of the Church normally closed to the public, including areas used by the Hirer; and
 - (iii) make announcements through the medium of the Church's sound system at the times that it deems appropriate during a Presentation describing or advertising future events at the Church or any other matter provided that the announcements do not unduly disrupt or interfere with the Event.
- (c) The Hiree agrees that it will comply with any reasonable directions made by the Hirer or the Church Co-ordinator in exercising the rights reserved under paragraph 12(a).

13. Catering

- (a) If the Hiree requires the Hirer to provide catering for the Event, the Hiree must provide the Hirer with full details of its catering requirements no later than 30 days prior to the Event. In that event, the Hirer will advise the Hiree of the Hirer's preferred caterer and the estimated catering costs or rates. The Hiree must advise the Hirer of the final confirmed number of patrons 5 working days prior to the Event and these numbers will provide the basis for the preliminary invoice. Increased numbers will be charged to the final account. Reduced numbers will be invoiced at the final confirmed number. If the confirmed numbers are more than 15% below the initial advised numbers, the per person costing may be revised upwards.
- (b) The Hiree acknowledges that the Hirer has a preferred caterer. An alternative caterer may be used only in exceptional circumstances and only after the Hirer's caterer had been given the opportunity to submit a quote and it is clear that the level of product or service required is not able to be delivered. Any alternative caterer must be registered and a copy of a current certificate of registration as a food business from the municipality in which the caterer is registered must be supplied to the Hirer no less than 30 days prior to the Event. The caterer must also meet all quality assurance and regulations pursuant to any legislation affecting food and must provide evidence of a current public liability insurance policy for not less than \$10 million.
- (c) Where the caterer is engaged by the Hiree, the Hiree is responsible for:
- (i) the operation and cleaning of the kitchen facilities and the standard of services (including the cost of breakages or damage to any equipment);

- (ii) obtaining (and providing the Hirer a copy of, if any) licences appropriate to the Event; and
- (iii) the caterer meeting all requirements of its licence in line with guidelines and regulations (including without limitation, appropriately trained staff).

14. Entertainment

- (a) The Hiree may engage the services of a band, DJ and or MC supplied by the Hirer.
- (b) The Hiree must liaise with the Church Co-ordinator about the nature of any entertainment to be supplied directly by the Hiree. All entertainment must be approved by the Church Coordinator as restrictions may apply.
- (c) Rehearsal times need to be approved in advance by the Church Co-ordinator and a venue hire fee may apply.
- (d) Performers on site engaged by the Hiree may be required to provide evidence of a current public liability policy for \$10 million. Performer fees and trading terms must be agreed between the Hiree and the performer directly.
- (e) Meals for band members or entertainers can be arranged and will be quoted according to the Hiree's specific requirements.
- (f) If entertainers, performers, or DJs are booked directly by the Hiree, they must be scheduled to complete their performance before the time the Church is scheduled to close in accordance with schedule 1.

15. Merchandise

- (a) The Hiree must not be permitted to sell or arrange for the sale of any programs or merchandise at the Church other than through the Hirer.
- (b) The Hirer must be entitled to retain out of the proceeds of the sale of the programs and merchandise the percentage of those proceeds.
- (c) The Hirer may refuse to allow the sale of any programs or merchandise which in the opinion of the Hirer may be illegal, offensive or likely to damage the reputation of the Church.
- (d) The Hiree must provide to the Church Co-ordinator, at no cost to the Hirer, sample copies of the Hiree's proposed program for the Event.
- (e) The Hiree has no right to demand that the Hirer must sell or supply or must not sell or supply items of any particular type, brand or description.

16. Representations

Under this Agreement, the Hiree forever abandons and discharges any present or future claim, right or remedy against the Hirer and releases the Hirer from any present or future claim, right or remedy arising directly or indirectly in respect of or from:

- (a) any statement, representation, term, warranty, condition, promise or undertaking made, given or agreed to in the course of communication or in any negotiation, arrangement or understanding with respect to the subject matter or any term of this Agreement, whether:

- (i) oral, written or implied; or

- (ii) made, given or agreed to before or during the making of this Agreement; and
- (b) any conduct in relation to any prior negotiation, arrangement, understanding or agreement with respect to the subject matter or any term of this Agreement, whether the conduct occurred before or during the making of this Agreement.

17. Clearance of the Church Facilities

- (a) The Hiree and Associated Persons must vacate the Church and remove all of the Hiree's equipment by the Clearance Time in respect of each Event and must at the Hiree's expense make good any damage to the Church caused by the removal of equipment. The Hiree must leave the Church in a clean, safe and proper condition.
- (b) Where the Hiree fails to remove its equipment, the Hirer may store such equipment at the Hiree's cost and dispose of such equipment where the Hiree fails to collect such equipment within a reasonable period of time.
- (c) Where the Hiree fails to vacate the Church within the time prescribed, the Hiree must pay an additional hiring fee equal to 150% of the hourly rate for each hour over time.

18. Insurance

- (a) If instructed by the Church Co-ordinator, the Hiree must take out and keep current during the Event Dates, public liability insurance to cover its own legal liability and noting the interest of the Church in the amount specified and provide evidence of currency of insurance at least 7 days prior to the Event.
- (b) The Hiree must not do or permit any of the Associated Persons to do anything which would render in any way unenforceable against the insurer any insurance effected by the Hirer or the Hiree.

19. Indemnity

- (a) Subject to paragraph 19(b), the Hiree agrees to indemnify, to keep indemnified, and save harmless the Hirer, its employees and agents, from and against all claims, demands, actions, damages, costs, losses and expenses of any nature whatsoever (Claims) which may be incurred directly or indirectly by reason of or in relation to the use of the Church, the Church Facilities and Additional Facilities by the Hiree or the Associated Persons, including without limitation, Claims arising out of or in connection with any breach by the Hiree of this Agreement or breach of a third party's intellectual property rights.
- (b) The Hiree's obligations in paragraph 19(a) do not apply to the extent that any Claim arises out of any act or omission of the Hirer or Church Co-ordinator or any of their respective employees, agents or contractors.
- (c) The Hirer must not be liable to the Hiree for any loss of life, personal injury or damage to or loss of property which may be suffered or sustained at the Church for any cause whatsoever, save where any such death, injury or damage results from a negligent act or omission of the Hirer, its agents or employees.
- (d) The Hiree agrees to occupy and use the Church at its own risk and releases the Hirer from all claims and demands of any kind and from any liability which may arise in

respect of any accident, damage or injury occurring to any person or property in or about the Church, unless caused by an act or omission of the Hirer (except when acting on instructions of the Hiree).

20. Default

If at any time:

- (a) the Hiree commits a breach of any condition of this Agreement;
- (b) the Hiree is or becomes insolvent;
- (c) the Hiree (not being a company) becomes bankrupt;
- (d) the Hiree (being a company):
 - (i) goes into liquidation (other than a voluntary liquidation for the purposes of reorganisation); or
 - (ii) is placed under official management or an administrator, receiver, manager or receiver and manager of any of its assets is appointed;
- (e) in the Church Co-ordinator's opinion, there is a likelihood that damage may be caused to the Church or the Church Facilities by any of the Associated Persons or by the Hiree exercising its rights under this Agreement;
- (f) there has been a material change in the information provided by the Hiree to the Church Coordinator pursuant to clause 3;
- (g) in the Church Co-ordinator's opinion, the manner in which the Hiree or any of the Associated Persons is using or proposes to use the Church or the Church Facilities is likely to injure or prejudice the reputation of the Church or is in the Church Co-ordinator's opinion, after obtaining legal advice, illegal; or
- (h) the Hiree is unable to promote or proceed with the Event, then despite any prior waiver, or indulgence granted by the Hirer to the Hiree, the Hirer may, after providing a reasonable opportunity to the Hiree to remedy the default, if in the opinion of the Church Co-ordinator the default is capable of being remedied, terminate this Agreement by giving the Hiree notice in writing, whereupon this Agreement and any licence granted to the Hiree must be at an end but without prejudice to any right or remedy of the Hirer for any breach by the Hiree of this Agreement.

21. Privacy guidelines

- (a) The parties must comply with the information privacy principles applicable in the state New South Wales and the Privacy Act 1988 (Cth) in relation to the collection of information from patrons attending the Church.
- (b) The format of all surveys which collect data from patrons attending the Event must be approved by the Church Co-ordinator and provided prior to the Event Information Deadline.

22. GST

- (a) For the purpose of this clause, unless the context otherwise requires:

Act means the A New Tax System (Goods and Services Tax) Act 1999 as amended. GST has the meaning given in Section 195-1 of the Act.

Where any other term is used in this clause which is defined in the Act, it must have the same meaning which it bears in the Act.

- (b) The following principles apply when determining the amount payable (Payment) for any taxable supply made pursuant to this Agreement:
 - (i) if the Payment is determined by reference to any cost, expense or liability incurred by a person, the reference to cost, expense or liability means the actual amount incurred less the amount of any GST input tax credit or similar rebate which is or can be claimed by the person in respect of that cost, expense or liability;
 - (ii) if the Payment arises from a revenue sharing arrangement or an obligation to pay a specified percentage of any revenue, sales, fee or any other amount, the Payment is to be calculated by reference to the relevant amount gross of GST, with the recipient of the Payment responsible for paying GST; and
 - (iii) if a person is liable to GST in relation to making the taxable supply, the Payment for the taxable supply as calculated under this clause, must be increased by the applicable GST.
- (c) A party's right to any payment from the other party under this Agreement is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (d) Any Deposit or Security Bond payable under this Agreement will not include GST.

23. Governing law

- (a) The law of this Agreement complies with the law of New South Wales and the Commonwealth of Australia.
- (b) The parties submit themselves to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia for all proceedings arising from this Agreement.

24. Waiver

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude its future exercise or the exercise of any other power or right.

25. Variation

The variation or waiver of a provision of this Agreement, or a party's consent to a departure from a provision by another party, must be ineffective unless in writing, executed by the parties.

26. Entire agreement

This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement but may be amended by agreement in writing of the parties.

27. Assignment

The Hiree must not assign its interest in the subject matter of this Agreement or any right under this Agreement.

28. Force Majeure

- (a) The obligations of a party, other than the obligation to pay money, must be suspended during the time and to the extent that the party is prevented from or delayed in complying with that obligation by Force Majeure.
- (b) Force Majeure means a circumstance beyond the reasonable control of a party which occurs without the fault or negligence of the party affected, and includes inevitable accident, storm, flood, fire, earthquake, explosion, peril of navigation, hostility, war (declared or undeclared), insurrection, executive or administrative order or act of either general or particular application of any government, whether de jure or de facto, or of any official purporting to act under the authority of that government, prohibition or restriction by domestic or foreign laws, regulations or policies, quarantine or customs restrictions, breakdown or damage to or confiscation of property.
- (c) A party affected by Force Majeure must:
 - (i) as soon as possible after being affected give to the other party full particulars of the Force Majeure and the manner in which its Presentation is prevented or delayed; and
 - (ii) promptly and diligently take appropriate action to enable it to perform the obligations prevented or delayed by Force Majeure except that the party is not obliged to settle a strike, lockout or other labour difficulty.
- (d) The parties must use reasonable endeavours to remove or mitigate any Force Majeure at the earliest possible time.

29. Notices

- (a) A notice, approval or other communication required or permitted to be given by a party to another must be in writing and:
 - (i) delivered personally;
 - (ii) sent to an address in Australia by security post or certified mail, postage prepaid;

- (iii) sent to an address outside Australia by prepaid airmail; or
 - (iv) sent by facsimile transmission with acknowledgement of receipt from the addressee, to the address for service or facsimile number described below
- (b) A notice of other communication is deemed given if:
- (v) personally delivered, upon delivery;
 - (vi) mailed to an address in Australia, on actual delivery to the addressee, as evidenced by Australia Post documentation;
 - (vii) mailed to an address outside Australia, by airmail, 7 days after posting; or
 - (viii) sent by facsimile, upon the sender receiving acknowledgement of receipt from the addressee.
- (c) A party which receives a notice or other communication by facsimile must immediately acknowledge receipt to the sender.

30. Mediation

- (a) If there is any dispute between the parties concerning this Agreement, then the parties must attempt to resolve any such dispute by the mediation procedure set out in this Agreement.
- (b) The mediation procedure is as follows:
- (i) a party may start mediation by serving a mediation notice on the other party;
 - (ii) the mediation notice must state that a dispute has arisen and identify what the dispute is;
 - (iii) the parties must jointly request the appointment of a mediator and failing agreement within 7 days of service of the mediation notice, either party may apply to the Australian Mediation Association to appoint a mediator;
 - (iv) once the mediator has accepted the appointment, the parties must comply with the mediator's instructions; and
 - (v) if the dispute is not resolved within 30 days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.
- (c) The mediator may fix the charges for the mediation which must be paid equally by the parties.
- (d) If the dispute is settled, all parties must sign the terms of agreement and those terms are binding on the parties.
- (e) The mediation is confidential and statements made by the mediator or the parties as well as discussions between the participants to the mediation before, after or during the mediation cannot be used in any legal proceedings.
- (f) It must be a term of the engagement of the mediator that the parties release the mediator from any Court proceedings relating to the dispute or the mediation.
- (g) The mediator is not bound by the rules of natural justice and may discuss the dispute with a party in the absence of any other party.

31. Confidentiality

- (a) The parties to this Agreement must keep confidential and not allow, make or cause any disclosure of or in relation to:
- (i) the terms of this Agreement (including any written or oral agreements,

- negotiations or information in relation to this Agreement);
 - (ii) any documents which are or information which is confidential under this Agreement; and
 - (iii) without the prior written consent of the other parties, which consent may be given or withheld, or given with conditions, at the other parties' sole discretion
- (b) The parties obligations in paragraph 31(a) do not apply to disclosures to the extent that the disclosure is:
- (i) by a party to its legal and other professional advisors, auditors and other consultants and employees of that party or that party's related bodies corporate requiring the information for the purposes of this Agreement, or any transaction contemplated by it or for the purposes of advising that party in relation to it;
 - (ii) of information which is at the time lawfully in the possession of the proposed recipient of the information through sources other than a party;
 - (iii) required by law or by a lawful requirement of any government or governmental body, authority or agency having jurisdiction over a party or its related bodies corporate; or
 - (iv) of information which is at the time generally and publicly available other than as a result of breach of confidence by the party wishing to disclose the information it discloses.

Agreed by and signed for by Hiree authorised representative

Signature

Full Name
(BLOCK LETTERS)

Date

Agreed by and signed for by Hirer authorised representative.

Signature

Full Name
(BLOCK LETTERS)

Date

Schedule 1

1 Hirer Details

Lugar Brae Uniting Church
2a Leichhardt St, Bronte NSW, 2024,
PO Box 804, Waverley NSW, 2024
lugarbraeuc@gmail.com

2 Church Co-ordinator

David Robinson

3 Hiree Details:

4 Event Details

NOTE: ALL EVENTS MUST FINISH BY 10.30PM AND PACK UP BY 11.00PM

Date	Day	Start Time	Finish Time

Will you use the facility on:

School Holidays Y / N

Public Holidays Y / N

One-off User

Regular User

How Often

NOTE: Any further usage of the Church if not contained in this agreement will require a separate User Agreement.

5 Description of Church Facilities

Areas/Rooms required for hire:

Church Sanctuary

Fellowship Room

Church Hall

Kitchen

Purpose of Hire – tick all that apply

- Performance
- Sports/Dance/Exercise Music
- Meeting/information session
- Other/Please Specify:

- Other/Arts
- Religious/ Ceremony

6 Security Bond

Security Bond	\$500
Cleaning Fee - all casual hires	\$100
Total	\$600

7 Public Liability Insurance

Please provide Certificate for public liability insurance of \$10,000,000,