

LICENCE TO USE PREMISES

BETWEEN: THE CORPORATION OF THE SYNOD OF THE DIOCESE OF BRISBANE of
St Martin's House, 373 Ann Street, Brisbane ("**ACSQ**")

AND:
of ("**User**")

SCHEDULE

Parish:

Parish Representative:

Premises:

Permitted Use:

Licence Period:

Permitted Hours:

Deposit:

Licence Fee:

(**Note:** Fee must include GST for all non-Anglican entity "Users" if fee is equal to or greater than 50% of the market rate)

Frequency of Fee Payment:

(if ongoing)

Bond Amount (if applicable):

Special Conditions (if any):

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TERMS

1. In consideration of payment of the Licence Fee, the User has a non-exclusive licence to use the Premises during the Licence Period and Permitted Hours and for the Permitted Use.
2. If this Licence relates to a one-off event, the User agrees to pay the Deposit at the time of booking. If the User cancels the booking within 14 days of the event, ACSQ will be entitled to retain the Deposit. If the event proceeds as per the booking, the Deposit will be applied towards payment of the Licence Fee.
3. The User will pay the Licence Fee in advance and according to the Frequency of Fee Payment during the Licence Period.
4. The User will:
 - (a) comply with any Special Conditions set out in the Schedule and any reasonable request by ACSQ concerning the use of the Premises;
 - (b) comply with all laws, including laws in relation to noise levels;
 - (c) use the Premises and all contents carefully and repair all damage caused to the Premises and/or contents;
 - (d) keep the Premises clean and tidy and remove all rubbish;
 - (e) only allow cars to be parked in designated parking areas;
 - (f) secure all doors, windows and gates at the completion of each use of the Premises;
 - (g) not cause any nuisance or inconvenience to ACSQ or to the other users or neighbours of the Premises;
 - (h) not allow the sale of alcohol on the Premises or the service of alcohol to minors; and
 - (i) ensure that all persons allowed on the Premises by the User properly conduct themselves and do not smoke on or about the Premises.

5. If the User is required to pay a Bond, and the User fails to keep the Premises in a clean and tidy state or fails to repair damage to the Premises and/or contents, the User will forfeit the amount of the Bond to ACSQ that is required to clean the Premises or rectify the damage.
6. This Licence is personal to the User and cannot be transferred or dealt with in any other way.
7. ACSQ makes no warranty that the Premises are now or will remain suitable for use for the Permitted Use and the User must satisfy itself in this regard.
8. The User uses the Premises at its own risk and, to the full extent permitted by law, releases ACSQ from all claims and demands resulting from any accident, damage or injury occurring at the Premises, except to the extent that it is caused by the wilful or negligent act or omission of ACSQ.
9. The User takes full responsibility for its conduct and that of its invitees whilst on the Premises.
10. Any property brought onto the Premises is the sole responsibility of the User.
11. The User indemnifies ACSQ against all actions, claims, damages and expenses (including legal costs on a solicitor/client basis) ("**Claim**") arising from or in consequence of:
 - (a) the wilful or negligent act or omission of the User, its invitees and others for whom it is legally liable;
 - (b) loss, damage or injury from any cause to property or person caused or contributed to by the use of the Premises by the User,
 except to the extent that the Claim was caused by the wilful or negligent act or omission of ACSQ.
11. The User will effect and maintain a policy of Public Risk Insurance covering the Permitted Use of the Premises for an amount not less than \$5million (any one event) and provide a copy of the certificate of currency to ACSQ.
12. The User must effect and maintain workers compensation insurance in respect of any employees of the User who are employed in connection with the use of the Premises.
13. The User will comply with all laws relating to the permitted use of the Premises, including the *Work Health and Safety Act 2011*. The User will consult, co-operate and co-ordinate with ACSQ regarding any health and safety issues arising at the Premises.
14. The User will advise ACSQ promptly in writing the full details of any injury sustained or of any other incident occurring during the User's use of the Premises and which could give rise to a claim against ACSQ and/or the User.
15. If the User continues to use the Premises after the Licence Period with the consent of ACSQ it will do so on the terms of this Agreement.
16. If this Licence is of an ongoing nature (ie. not a one-off event), either party may terminate this Licence by giving one month's written notice to the other party.
17. If the User breaches this Licence and does not rectify the breach within 14 days of written notice from ACSQ requiring it to do so, ACSQ may terminate this Licence by written notice to the User.
18. Upon termination of this Licence, the User will promptly return all keys to ACSQ.

EXECUTED as an agreement.

SIGNED for and on behalf of **ACSQ** by:

Name: _____

Date _____

Witness _____

SIGNED by the **User**:

Name: _____

Date _____

Witness _____