



## Uniting Resources – Property Services (APPENDIX B)

### USER AGREEMENT – LONG TERM MORPETH

#### PARTIES

**Name** Maitland Eastside Multi Centre Congregation  
acting on behalf of **The Uniting Church in Australia Property Trust (NSW)**  
**Notice Details Address:** PO Box 400, East Maitland, NSW 2323  
**Attention:** \_\_\_\_\_  
**Contact Details (User)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Ph:** \_\_\_\_\_ **Email:** \_\_\_\_\_

#### BACKGROUND

- A.** The Church / Organisation is the owner of premises located at  
Corner High St and Northumberland St, Morpeth NSW
- B.** The user is to be entitled to use the facility for \_\_\_\_\_ (user's purpose).

#### DETAILS

##### 1. Maitland Eastside Multi Centre Congregation Commitments

**1.1.** The Congregation commits to grant use of Church Hall as per the terms and conditions set out in Clause No 3 of this agreement.

##### 2. \_\_\_\_\_ (User) Commitments

**2.1.** The User commits to enter into a user agreement with Maitland Eastside Multi Centre Congregation as per the terms and conditions set out in Clause No 3 of this agreement.

##### 3. Terms of Agreement

###### 3.1. Commencement Date

This agreement will commence on: \_\_\_\_\_.

###### 3.2. Premises to be used

The Congregation allows the user to access the hall and kitchen. The church is unavailable unless special arrangements are made.

### **3.3. Scheduled Hours**

The property as mentioned above in 1.1 will be used for the following times:

Day(s) of Use: \_\_\_\_\_

Time of Use: \_\_\_\_\_ to \_\_\_\_\_

Any further usage of the facility will require a separate usage agreement

The User is required to provide 7 days' notice of any cancellation, otherwise the rent shall be charged per item 3.4

### **3.4. Rent**

The fee payable by the User will be calculated at a rate of \$15 per hour. If the kitchen is required, an additional charge of \$3 per hour will apply.

### **3.5 Insurance**

The user shall provide copy of a certificate of currency for public risk insurance before commencing hire.

### **3.6. Period of Agreement**

The parties agree that the Initial Term of the Agreement shall be for a period of 12 months from the commencement date.

### **3.7. Option to Renew**

This agreement can be renewed at the end of 12 months subject to both parties agreeing to terms and conditions.

### **3.8. Termination**

Either party may give written notice of the termination of this agreement, provided that 1 months' notice is given.

### **3.9. Payment of Rent**

Rent shall be paid 14 days following receipt of an invoice. In lieu of a bond, the user shall pay for all rentals one month in advance

### **3.10. Resolution of Disputes**

If a dispute arises regarding any matter under this User 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.

### **3.11. Operation of Agreement**

The terms in this User 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.

### **3.12 Keys**

The User agrees to provide a security deposit of \$50 for the key to the premises, this security deposit will be refunded upon return of the key. The User must notify the Church the name and contact details of the person who is responsible for its care. In the event of a key being lost a new key will be issues and further security deposit will be required.

### **3.13 Contact Details**

The user is to provide to the Church the name and telephone number of a responsible person for contact if necessary, and update this information as appropriate.

### **3.14 Storage of Equipment**

There is no space for storage of equipment and all equipment must be moved from premises at the completion of each day's activities.

### **3.15 Unavailable Periods**

The Church may at any time advise the User that the facility is required for one of its own purposes and provide sufficient notice to the User that the facility will not be available for its use on the nominated day/night.

### **3.16 Use of Tea/Coffee Facilities**

Users of the tea making facility are to see that all foodstuffs, drinks, milk etc. are removed from the premises at the end of each session.

### **3.17 Cleaning**

The hirer shall thoroughly clean the premises clean and remove all rubbish from the site. There is no council rubbish removal at Morpeth

### **3.18 General Conditions of use**

The User shall, at all times the facility is occupied or used under this agreement:

1. Keep the premises in a clean and tidy condition and immediately clean any spillage or waste matter.
2. Dispose of all garbage immediately on conclusion of the hire by removal from the premises.
3. Provide adequate and responsible supervision to ensure the safety of the facility and those persons involved with the User in its use of the facility.
4. Avoid any noise or action that will interfere with the Church's neighbours.
5. Avoid any action that would cause damage or allow damage to the premises or its contents. Should any damage occur for any reason during the User's occupancy or use under this Agreement, the User shall pay the Church the costs of such damage or loss to the facility or its contents which arise as a result of the occupancy of the premises under the terms of this Agreement.
6. Leave the premises securely closed and locked with all lights, heater, air conditioners and other appliances turned off or in the manner prescribed by the Church representative.

7. Comply with the reasonable directions of the Church's representative as to the use and re-arrangement of furniture if used or moved by the User.

#### 4. EXECUTION CLAUSES

The parties have executed this User Agreement.

Signature \_\_\_\_\_

Name \_\_\_\_\_

For & on behalf of the Congregation

Name \_\_\_\_\_

Entity For & on behalf of the user

**Dated :** \_\_\_\_\_

The user acknowledges that they have received and read the attached **Terms of Agreement**.

\_\_\_\_\_  
For & on behalf of the user.