



Uniting Resources – Property Services

USER AGREEMENT

PARTIES

Name New Lambton Uniting Congregation

acting on behalf of **The Uniting Church in Australia Property Trust (NSW)**

Notice Details Address: PO Box 67, New Lambton, NSW 2305

Attention: _____

Contact Details (**User**) _____

Ph: _____ Email: _____

BACKGROUND

A. The Church / Organisation is the owner of premises located at

_____.

B. The user is to be entitled to utilise the facility for meetings (**user's purpose**).

DETAILS

1. New Lambton Uniting 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. (The User) Commitments

2.1. *The User* commits to enter into a user agreement with New Lambton Uniting 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 the _____.

3.2. Premises to be used

The Congregation allows the user to access the premises and any specified furniture, fittings, and equipment therein owned by the church.

3.3. Scheduled Hours

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

Day of Use: _____

Time of Use: _____

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

The User is required to provide 30 days notice of any days not being used, 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 \$_____ per hour or \$_____ per week, with a minimum of 3 hours charge per hire and additional time charged in hourly increments.

3.6. Period of Agreement

The parties agree that the Initial Term of the Agreement shall be for a period of 12 months commencing upon 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.

3.10. Resolution of Dispute

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 refund 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 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

The user shall abide by the direction of the Church with regard to the storage of equipment. Where space has been allocated for storage, all equipment must be contained within the relevant area allocated when not in use.

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 the User that the facility will not be available for its use on the nominated day/night.

All Users are also advised that the Church halls and facilities will not be available for hire during Holy Week (The week leading up to Easter). This is a variable date each year and if unknown the User should check with the Church authority for verification.

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 refrigerator at the end of each session, and any garbage in the kitchen tidy is removed to the Council bin. (At Trinity this is located at the rear of the hall through the locked security gate).

4. EXECUTION CLAUSES

The parties have executed this User Agreement.

Signature _____

Name _____ Name _____

For & on behalf of the Congregation / 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.