

**APPENDIX A**

**LICENCE AGREEMENT**

**BETWEEN: THE CORPORATION OF THE SYNOD OF THE DIOCESE OF BRISBANE  
of Diocesan Registry 373 Ann Street, Brisbane  
[“The Synod”]**

**AND:** .....  
.....  
**of** .....  
.....  
**[“The User”]**

**SCHEDULE**

Premises: .....  
Permitted Use: .....  
Licence Period: .....  
Licence Fee: .....

**(Note: Fee must include GST for all outside “Users” if fee is equal to or greater than 50% of the market rate)**

Frequency of Fee Payment: .....

1. *The User* may use the Premises during the Licence Period for the Permitted Use.
2. *The User* will use the Premises and all contents carefully and repair all damage caused to the Premises, *The User* will keep the Premises clean, tidy, secure and remove all rubbish.
3. This Agreement is personal to *The User* and cannot be transferred or dealt with in any other way. *The User* has no interest in the land.
4. No exclusive right of possession is conferred on *The User*. Both *The Synod* and *The User* will take care of the other’s property about the Premises and will co-operate to allow the other fair usage of the Premises.
5. *The User* will comply with all statutory requirements relating to the permitted use and the Premises except that it is not required to carry out structural alterations. If *The User* is required by a statute or statutory authority to carry out structural alterations because of the nature of the Permitted Use and it does not wish to carry out the alterations, either party may terminate this Agreement.
6. *The User* must not cause any nuisance at the Premises and will not cause any substantial annoyance or inconvenience to neighbours, *The Synod* or other users of the Premises.
7.
  - (a) The User indemnifies The Synod against all costs losses damage or injury from any cause to property or person caused or contributed to by the use of the Premises by The User.
  - (b) If either party intends that The User will use the Premises more than four times a year, The User will effect and maintain a policy of Public Risk Insurance for the permitted use of the Premises to a reasonable amount nominated by The Synod from time to time in the joint names of The Synod and The User. The User will produce a copy of the policy whenever requested by The Synod together with evidence of currency of the policy.
8. *The User* will advise *The Synod* promptly in writing the full details of any injury sustained or of any other incident which could give rise to a claim against *The Synod* and/or *The User* which occurs whilst *The User* is using the Premises.

- 9. The Synod will not be responsible in any circumstances for any loss of or damage to the property of The User at the premises. The User indemnifies The Synod against that loss and damage.
- 10. *The User* will pay the Licence Fee in advance and according to the Frequency of Fee Payment during the Licence Period.
- 11. If *The User* continues to use the Premises after the Licence Period with the consent of *The Synod* it will do so on the terms of this Agreement. The continued use may be terminated by either party on one month's notice.
- 12. If *The User* breaches this Agreement and does not fix the breach within a reasonable time of written notice from *The Synod* requiring it to do so, *The Synod* may terminate this Agreement by written notice to *The User*.

**ACKNOWLEDGEMENT BY THE USER**

*The User* acknowledges that the Premises are in such a condition at the date of commencement of the Licence Period as to render them completely suitable for the Permitted Use.

**SPECIAL CONDITIONS**

**SIGNED for and on behalf of The Synod by:**

.....  
**DATE** .....

Witness

.....

**SIGNED by The User:**

.....  
**DATE** .....

Witness

.....