

Licence Agreement for use of an Anglican Hall or Rooms (excluding Church Building) as a Polling Place

This Agreement is made on the date specified in **Item 1** of the schedule annexed hereto (the "Schedule") between the following parties -

1. The Wardens at the date hereof of the church or parish specified in **Item 2** of the Schedule (the "Licensor"); and
2. The electoral organisation specified in **Item 3** of the Schedule (the "Licensee").

Recitals

- A. Pursuant to Rule 3.12 of Schedule 1 (and Rule 3.11 of Schedule 2) to the [Parish Administration Ordinance 2008](#) the Licensor may grant licences for the use of the premises specified in **Item 4** of the Schedule (the "Premises").
- B. The Licensee has requested that the Licensor grant a licence to the Licensee to permit the Licensee to use the Premises.
- C. The Licensor has agreed to grant a licence on the terms set out in this agreement.

In consideration of the mutual promises contained in this agreement, the parties agree as follows -

Grant of Licence

1. The Licensor grants to the Licensee a non-exclusive licence to –
 - (a) Use the Premises on the date specified in **Item 5** of the Schedule during the hours specified in **Item 6** of the Schedule;
 - (b) Gain access to the premises on the previous afternoon/evening to set up the polling place;
 - (c) Store cardboard election material/equipment up to 10 days prior to the date specified in **Item 5** of the Schedule;- on and subject to the terms and conditions in this agreement.

Licence Fee

2. The Licensee agrees to pay to the Licensor, before the date specified in **Item 5** of the Schedule, the fee specified in **Item 7** of the Schedule.

Licensee's Obligations

3. The Licensee agrees with the Licensor as follows -
 - (a) the Licensee will use the Premises for the purpose specified in **Item 8** of the Schedule and for no other purpose;
 - (b) the Licensee will not damage the Premises and, if the Licensee does damage the Premises, the Licensee will promptly -
 - (i) make good such damage; or
 - (ii) pay on demand to the Licensor the cost of making good such damage, as the Licensor may elect;
 - (c) the Licensee will securely lock the Premises and return all keys to the Premises to the Licensor;
 - (d) the Licensee will not do or permit to be done on the Premises anything which is unlawful or which will or may cause a nuisance to any person
 - (e) the Licensee will comply with all other directions given by the Licensor (or any of them) to the Licensee in relation to the use by the Licensee of the Premises; and

- (f) the Licensee will obtain public liability insurance cover with a limit of at least \$20 million in respect of all their activities on the Premises and make available a “certificate of currency” confirming this cover.

Other Matters

4. (1) If the Licensor is liable to pay GST in respect of any amount paid or payable by the Licensee under this agreement by way of indemnification against any action, claim, demand, loss, damages, cost, or expense which the Licensor is or may be liable to pay, the amount payable by the Licensee is to be increased to include the GST payable by the Licensor to the extent the Licensor is not entitled to claim an input tax credit in respect of any GST included in such action, claim, demand, loss, damages, cost, or expense.
- (2) In this clause “Licensor” means -
- (a) the Wardens at the date hereof of the church or parish specified in **Item 2** of the Schedule; and
 - (b) the Anglican Church Property Trust Diocese of Sydney or other registered proprietor of the Premises.

Executed by the parties as an agreement -

Signed by the Licensor in the presence
of -

Warden

Witness

Warden

Name (Please Print)

Warden

Signed for and on behalf
of the Licensee in the presence of -

Witness

Returning Officer

Name (please print)

Name (please print)