

STANDARD 8



Safe physical and online environments

Physical and online environments promote safety and contain appropriate safeguards to minimise the opportunity for children to be harmed

8.4.2 The entity has conducted sufficient due diligence on all third parties who use the entity's facilities to ensure child safeguarding policies and practices are in place.

Sample Agreement for use when third parties use Church entity premises.

PARTIES

CHURCH ENTITY

Name: _____ *[Insert name of Church entity]*

Address: _____

Contact person: _____

Email: _____

Phone: _____

USER OF PREMISES

Name: _____ (User of premises)

Referred to as 'the User'

Address: _____

Contact person: _____

Email: _____

Phone: _____

THE PARTIES AGREE

A The *[Insert name of Church entity]* is the owner of the property at _____
_____ *[Insert property address]*, including the agreed area
described as _____ *[Describe agreed area e.g.
hall, meeting area, carpark, sports oval]*.

- B The ***[Insert name of Church entity]*** has, at the request of the User, agreed to permit the User a non-exclusive right to use and occupy the agreed area in accordance with this Agreement.
- C The User agrees to use and occupy the agreed areas on the terms and conditions of this Agreement for the permitted use of _____ ***[Specify User's purpose e.g. music lessons, craft group]***.

KEY TERMS OF THE AGREEMENT

1.1 Commencement Date and End Date

This Agreement will continue for the term, commencing on _____(date) and ending on _____(date) subject to any earlier termination or extension granted in accordance with this Agreement.

1.2 Licence area to be used

The ***[Insert name of Church entity]*** allows the User to use and access the agreed area as identified and any specified furniture, fittings and equipment as described below:

1.3 Scheduled hours

Unless otherwise agreed between the parties, the agreed area will be used only on the following days and times (specify times of day accordingly below)

Monday _____	Tuesday _____
Wednesday _____	Thursday _____
Friday _____	
Saturday _____	Sunday _____

OR (list specific dates and hours)



1.4 Safeguarding children and vulnerable adults

In order to safeguard children, the User must agree to each of the following declarations:

- I/the User I represent, am/is committed to protecting and safeguarding children, young people and vulnerable adults.
- I/the User I represent, have/has a Safeguarding Policy in place and have/has an understanding of safeguarding. A copy of this policy is attached.
- I/the User I represent, have/has read the **[Insert name of Church entity]**'s Safeguarding Policy and Code of Conduct and will act in accordance with these policies whilst using the licenced area.
- All those who are working or in contact with children during the use of the licenced area have obtained a Working with Children Check.
- I understand that if the User I represent is found to be in breach of this declaration, the **[Insert name of Church entity]** reserves the right to cancel any leasing or hiring Agreement immediately.

1.5 Cost of hiring

The cost of hire for the licenced area will be calculated as follows:

Usage fee _____
Utilities _____
Cleaning _____
GST _____
TOTAL _____

EXECUTION

Signature: _____ **Date:** _____
on behalf of User

Name: _____

Witness Name: _____

Witness Signature: _____



Signature: _____
on behalf of *[Insert name of Church entity]*

Date: _____

Name: _____

Witness Name: _____

Witness Signature: _____

Adapted from *Licence Agreement (Victoria)*, The Uniting Church in Australia – Synod of Victoria and Tasmania, www.victas.uca.org.au

