



PARISH PROPERTY - LEASING OF PROPERTY (Other than those rectories occupied by Clergy)

Approved by Diocesan Council
Review due

23 November 2016
23 November 2019

RENTAL OF PARISH PROPERTY

All aspects of a market rental will be undertaken by the Diocesan Property Service Manager who has arrangements with external property managers to manage lease arrangements in a professional manner. This will:

- Ensure rent is collected regularly and has processes in place for collection of arrears.
- Keep property maintenance up to date and on the agenda and liaison with the Parish or the Anglican Diocese office.
- Perform regular property maintenance inspections etc (which can be overlooked if handling ourselves) to ensure tenants are keeping the property in good order.

The Rental of parish property (non-residential) should be categorised into two separate arrangements, Long term or Casual:

- Where the Parish wishes to enter into a commercial style arrangement with an external party for the leasing of buildings within a worshipping community, such an arrangement must have the approval of the Diocesan Council.
- In order to gain approval for such an arrangement a Parish must firstly consult with the relevant Archdeacon, and subsequently the Diocesan Property Service Manager, who in consultation with the Parish ensure that any agreement reflects industry standards in terms of the contract and lease price.
- Any application for the leasing of Parish property will need the approval of the Diocesan Council. This will be facilitated by the Diocesan Property Service Manager.

A Parish may enter into casual (non-ongoing) rental arrangement (refer appendix 1) whereby external parties may utilise parish property (other than the worshipping centre) for short term use, such as meeting for voluntary community groups.

A Parish may enter into an arrangement for ecumenical use of a church building for worship. The process in **Appendix 2** is to be followed.

All residential property can be leased via an external property manager, as arranged by the Property Asset Manager which is subject to the appropriate legislation.

All leases and rental agreements are to be in the name of The Perth Diocesan Trustees and signed by The Perth Diocesan Trustees, this can be arranged by the Diocesan Property Service Manager who can also give guidance on completion.

The payment of rent should be via direct deposit into the Parish account. Property that is not being used for ecclesiastical purposes is not exempt from rates and land tax.

the Property Asset Manager will co-ordinate with Diocesan Property Service Manger the external Managing Agent for Leased Property, Parish Wardens should note:

- If the Parish property is currently leased to a Tenant via an external property manager under the Residential Tenancy Act and thus manage the property on behalf of the parish, there are a number of fees payable.

DIOCESAN COUNCIL POLICY 6.4



- Parishes should be aware that managing agents generally charge a letting fee, re-letting fee, managing fee and marketing fee, all of which will be negotiated by the Property Asset Manager. It is common industry practice for managing agents to charge a letting or re-letting fee when new tenants are placed in a rental property. The normal fee is one to two week's rent. Most managing agents charge a managing fee based on a percentage of the gross weekly rental, which will be negotiated by the Property Asset Manager annually.
- The Property Asset Manager has selected a single managing agent whom can provide a dedicated service to the Diocese Parish Property Portfolio, therefore providing a competitive fee structure.
- The managing agent will send the Parish a monthly account showing the amount of rent paid to the Parish less any costs and agency fees, including the Asset Management fee.
- The cost of urgent minor repairs will be deducted from the rent and listed in the monthly statement as a separate item.
- Quotes will be provided for all but minor urgent repairs.
- On request, managing agents will provide copies of receipts for repairs upon request.
- The Property Asset Manager will liaise with the property manager to ensure repairs and maintenance are done efficiently and as required.



**PARISH PROPERTY - LEASING OF PROPERTY
SCHEDULE 1 – HALL HIRE AGREEMENT**

Item 1	Licensor	<i>[Parish/Diocesan Entity and details of Diocesan Representative and contact details]</i>
Item 2	Licensee	<i>[Name, address, contact details of Licensee]</i>
Item 3	Facility	The Hall/building situated at _____ together with the Licensor's Property at, in or on the Facility.
Item 4	Public Liability Insurance	In the sum of \$5,000,000 (for personal use) and \$10,000,000 (for other non-personal use) for any one event. Either: a the Licensee has arranged its own Public Liability insurance cover as evidenced by the certificate of currency attached to this Licence; or b if the Licensee does not have their own Public Liability insurance, the Licensee can be covered by the Diocesan Hirers Liability insurance. At the discretion of the Licensor, a fee (recommended at \$25 per day) can be charged to the Licensee (included in the overall fee at Item 7), to offset the cost of the insurance premium incurred by the Licensor. In the event of a claim under the Licensor's Hirers Liability insurance, the Licensee will also be liable to an excess of \$1000 for each insurance claim.
Item 5	Permitted Use	Tick the appropriate box <input type="checkbox"/> Private birthday party, celebration, wedding reception. <input type="checkbox"/> Community groups meeting for afternoon tea. <input type="checkbox"/> Craft groups. <input type="checkbox"/> Parent and child groups. <input type="checkbox"/> Fetes and fairs. Stallholders must meet all requirements as set out by the Health Department (if required). <input type="checkbox"/> Musicians using Facility for non-commercial purposes (but not musicians who perform elsewhere). <input type="checkbox"/> Dance practice, not associated with a dance school or lessons and no fees charged. <input type="checkbox"/> Informal support/self-help groups. If the Permitted Use is not one of the above-mentioned uses, Clause 1(d) applies: <input type="checkbox"/> Other (non-personal) use (specify): _____ _____
Item 6	Term	From: To:
Item 7	Fee (Inc GST)	\$



LICENCE TERMS AND CONDITIONS

1 RIGHT TO OCCUPY

- a The Licensor will allow the Licensee to occupy the Facility for the Term in **Item 6 of Schedule 1** on the following terms and conditions.
- b the Licensor will not unreasonably interfere with, or disturb, the Licensee's use of the Facility during the Term.
- c where the Term is for a Permitted Use in the evening, the Licensee must conclude its use of the Facility by 12:00 midnight and vacate the Facility by 1:00AM.
- d Where the Permitted Use specified in **Item 5 of Schedule 1** is 'Other (non-personal) Use', then the Public Liability amount will be not less than \$10,000,000 for any one event and otherwise **clause 4 Insurance** applies to the Licensee's insurance policies.
- e For the purpose of **clause 1(d)** 'personal' means that the Licensee is an individual, an unincorporated group meeting or a non-commercial, non-political, non-cause/crusade purpose and the use of the Facility is not open to the general public and the Licensee does not have a Public Liability insurance policy.

2 LICENSEE'S POSITIVE OBLIGATIONS

2.1 The Licensee agrees to:

- a pay the Fee in **Item 7 of Schedule 1** prior to occupying the Facility.
- b use the Facility only for the Permitted Use.
- c leave the Facility in a clean and tidy condition to the Licensor's satisfaction, including cleaning any white/back boards.
- d remove all rubbish.
- e return the Facility to the condition in which it was handed to the Licensee, including returning anything moved by the Licensee to its original position and ensure that furniture is lifted and not dragged to protect flooring.
- f switch off all lights, fans, heaters, air conditioners and other electrical equipment before vacating the Facility.
- g secure windows and doors on vacating the Facility.
- h return all keys to the Licensor.

2.2 The Licensee agrees not to:

- a remove any of the Licensor's property from the Facility.
- b use any exhibits or decorations in the Facility without the Licensor's prior consent.
- c cause damage to the Facility, the Licensor's property and to give notice to the Licensor of any loss or damage to the Licensor's property. The Licensee is responsible for the repair of any damage caused and the replacement of any damaged Licensor's property.
- d permit smoking within the Facility.
- e create a nuisance by noise or otherwise to the adjoining owners and occupiers.
- f carry on any illegal activity.

3 AT THE END OF THE TERM

The Licensee must remove the Licensee's property from the Facility. In removing the Licensee's property, the Licensee must: -

- a do no damage to the Facility, the building or the land (and immediately make good to the Licensor's reasonable satisfaction any damage caused in removing the Licensee's property);
- b remove all rubbish and leave the Facility, the Licensor's property, the building and the land used in removing the Licensee's property, clean and in good condition; and
- c comply with the Licensor's reasonable conditions about removal and make good works.

4 INSURANCE

- a The Licensee must, at its own expense, take out and maintain, over the Facility a Public Liability insurance policy that gives a minimum cover for each accident, event or claim for the amount specified in **Item 4 of Schedule 1**, or if the Licensor notifies the Licensee, any reasonable higher amount. If **clause 1(d)** applies, the Licensee must take out and maintain the amount specified in **clause 1(d)**. The insurer must be acceptable to the Licensor. The cover provided under this policy must not be contributory with any policy the Licensor takes out and must include the following extensions:
 - i. loss or damage to fixtures, fittings, accessories in the Facility owned by the Licensor; and
 - ii. indemnity for any claims made against the Licensor arising out of the Licensee’s use and occupation of the Facility.
- b The Licensee must give copies of the insurance policies to the Licensor before taking possession of the Facility under this Licence.
- c **Clauses 4(a) and 4(b)** do not apply if the Licensee has requested the Licensor to arrange the Hirers Liability insurance under **Item 4(b) of Schedule 1**.
- d If the Licensee requests the Licensor to arrange the Hirers Liability insurance pursuant to **Item 4(b) of Schedule 1**, the Licensee must pay the Licensee’s contribution not less than 7 days prior to the commencement of the Licence.

5 INDEMNITY

- a The Licensee must indemnify the Licensor from and against all claims which the Licensor may suffer or incur in connection with the loss of life and or personal injury to any person and or damage to any property (wheresoever occurring): -
 - i. arising from or out of any occurrence at the Facility;
 - ii. arising from or out of the use by the Licensee of the Facility or any part of it; or
 - iii. Occasioned wholly or in part by any neglect or omission by the Licensee or by the servants, agents or lawful visitors of the Licensee or by any other person or persons using or upon the Facility.
- b The Licensee occupies the Facility and uses the Facility at the Licensee’s own risk.

6 NATURE OF INTEREST

The rights given by this Licence are in contract only and may not be assigned. Nothing contained in this Licence creates any tenancy or other interest in the Facility.

7 ADDITIONAL TERMS

The additional terms, covenants and conditions (if any) set out in **Schedule 2** are incorporated in this Licence as if fully set out in the Licence. If there is any inconsistency with the term, covenants and conditions of the Licence, the terms, covenants and conditions set out in **Schedule 2** prevail.

Dated 20
Signed by

Signed on behalf of the Licensor

NAME
In the presence of:

NAME

Witness Signature

Witness Address

Witness Name in Full

Witness Occupation



APPENDIX 2

PARISH PROPERTY - LEASING OF PROPERTY ECUMENICAL USE OF CHURCH BUILDINGS FOR WORSHIP

OVERVIEW

Permission for other denominations to use a church building for worship must be sought from the Archbishop.

The general rule that the diocese applies when it comes to our relationship with other Christian Confessions is what is called the Chicago-Lambeth Quadrilateral which notes the following for mutual partnerships:

- a The Holy Scriptures of the Old and New Testaments, as “containing all things necessary to salvation,” and as being the rule and ultimate standard of faith.
- b The Apostles’ Creed, as the Baptismal Symbol; and the Nicene Creed, as the sufficient statement of the Christian faith.
- c The two Sacraments ordained by Christ Himself - Baptism and the Supper of the Lord - ministered with unfailing use of Christ’s words of Institution, and of the elements ordained by Him.
- d The Historic Episcopate locally adapted in the methods of its administration to the varying needs of the nations and peoples called of God into the Unity of His Church.

Requirements

Some denominations may not fulfil all these requirements.

Prior to seeking permission, it will be necessary to ascertain that the group seeking to use the relevant church buildings would be prepared in their preaching, teaching, statements, etc to honour this Quadrilateral and to give an undertaking that they would not act in any way that would bring the Anglican Church, its faith and doctrine into disrepute. They should desist from proselytizing Anglicans.

Procedure

The parish or worshipping community to consult with the archdeacon and Archbishop concerning the request that is under consideration.

The applicant to be referred to the Chicago Lambeth Quadrilateral. The text of the Resolutions of the Lambeth Conferences of 1886 and 1888 can be found as Addendum 2.

The applicant to write to the Archbishop, affirming the Chicago Lambeth Quadrilateral and the detail of the document, and seeking permission to use an Anglican Church for worship.

On receipt of the Archbishop’s approval the applicant to be referred to the Property Department for the completion of the required forms.

A memorandum of understanding to be signed by the diocese, the parish and the applicant.

The archdeaconry is to be informed of this application and its approval.



APPENDIX 2 - ADDENDUM 1

PARISH PROPERTY - LEASING OF PROPERTY ECUMENICAL USE OF CHURCH BUILDINGS FOR WORSHIP CHICAGO-LAMBETH QUADRILATERAL

THE CHICAGO-LAMBETH QUADRILATERAL

Adopted by the House of Bishops Chicago, 1886.

We, Bishops of the Protestant Episcopal Church in the United States of America, in Council assembled as Bishops in the Church of God, do hereby solemnly declare to all whom it may concern, and especially to our Fellow-Christians of the different Communion in this land, who, in their several spheres, have contended for the religion of Christ:

- a Our earnest desire that the Saviour's prayer, "That we all may be one," may, in its deepest and truest sense, be speedily fulfilled;
- b That we believe that all who have been duly baptized with water, in the name of the Father, and of the Son, and of the Holy Ghost, are members of the Holy Catholic Church.
- c That in all things of human ordering or human choice, relating to modes of worship and discipline, or to traditional customs, this Church is ready in the spirit of love and humility to forego all preferences of her own;
- d That this Church does not seek to absorb other Communion, but rather, co-operating with them on the basis of a common Faith and Order, to discountenance schism, to heal the wounds of the Body of Christ, and to promote the charity which is the chief of Christian graces and the visible manifestation of Christ to the world.

But furthermore, we do hereby affirm that the Christian unity...can be restored only by the return of all Christian communions to the principles of unity exemplified by the undivided Catholic Church during the first ages of its existence; which principles we believe to be the substantial deposit of Christian Faith and Order committed by Christ and his Apostles to the Church unto the end of the world, and therefore incapable of compromise or surrender by those who have been ordained to be its stewards and trustees for the common and equal benefit of all men.

As inherent parts of this sacred deposit, and therefore as essential to the restoration of unity among the divided branches of Christendom, we account the following, to wit:

- a The Holy Scriptures of the Old and New Testaments as the revealed Word of God.
- b The Nicene Creed as the sufficient statement of the Christian Faith.
- c The two Sacraments, --Baptism and the Supper of the Lord, --ministered with unfailing use of Christ's words of institution and of the elements ordained by Him.
- d The Historic Episcopate, locally adapted in the methods of its administration to the varying needs of the nations and peoples called of God into the unity of His Church.

Furthermore, deeply grieved by the sad divisions which affect the Christian Church in our own land, we hereby declare our desire and readiness, so soon as there shall be any authorized response to this Declaration, to enter into brotherly conference with all or any Christian Bodies seeking the restoration of the organic unity of the Church, with a view to the earnest study of the conditions under which so priceless a blessing might happily be brought to pass.



Note: While the above form of the Quadrilateral was adopted by the House of Bishops, it was not enacted by the House of Deputies, but rather incorporated in a general plan referred for study and action to a newly created Joint Commission on Christian Reunion.

LAMBETH CONFERENCE OF 1888

Resolution 11

That, in the opinion of this Conference, the following Articles supply a basis on which approach may be by God's blessing made towards Home Reunion:

- a The Holy Scriptures of the Old and New Testaments, as "containing all things necessary to salvation," and as being the rule and ultimate standard of faith.
- b The Apostles' Creed, as the Baptismal Symbol; and the Nicene Creed, as the sufficient statement of the Christian faith.
- c The two Sacraments ordained by Christ Himself--Baptism and the Supper of the Lord--ministered with unfailing use of Christ's words of Institution, and of the elements ordained by Him.
- d The Historic Episcopate, locally adapted in the methods of its administration to the varying needs of the nations and peoples called of God into the Unity of His Church.



APPENDIX 2 - ADDENDUM 2

**PARISH PROPERTY - LEASING OF PROPERTY
ECUMENICAL USE OF CHURCH BUILDINGS FOR WORSHIP
AGREEMENT**

Item 1	Licensor	The Perth Diocesan Trustees for and on behalf of the Anglican Parish of [Name of Parish and local contact details]
Item 2	Licensee	 [Name, address and contact details of Licensee]
Item 3	Facility	The Church/Chapel/Worship Centre situated at together with the Licensor's Property at, in or on the Facility. The facility has the capacity to hold number of people. The car park has the capacity for number of vehicles.
Item 4	Permitted Use	For church / worship purposes and for no other purposes. A separate licence is required to occupy the Facility for other uses.
Item 5	Term	From: _____ To: _____
Item 6	Hours	The premises may be used each between the hours of and
Item 7	Fee (Inc GST)	The weekly fee is \$..... payable fortnightly in advance with the first payment due A Bond of \$ _____ is to be paid for the duration of the licence and any outstanding fee or damages may be deducted from the bond at the end of the Term or earlier termination of the Licence.



1 RIGHT TO OCCUPY

- a The Licensor will allow the Licensee to occupy the Facility for the Term on the following terms and conditions.
- b The Licensor will not unreasonably interfere with, or disturb, the Licensee's use of the Facility during the Term.
- c Where the Term is for a Permitted Use in the evening, the Licensee must conclude its use of the Facility by 10:00pm and vacate the Facility by 11:00pm

2 LICENSEE'S OBLIGATIONS

2.1 The Licensee agrees to:

- a Pay the Fee prior to occupying the Facility.
- b Use the Facility only for the Permitted Use.
- c Leave the Facility after each use in a clean and tidy condition to the Licensor's satisfaction, including cleaning any white/black boards.
- d Ensure all rubbish is placed in appropriate rubbish bins.
- e Return the Facility after each use to the condition in which it was handed to the Licensee, including returning to its original position anything moved by the Licensee and ensure that furniture is lifted and not dragged to protect flooring.
- f Switch off all lights, fans, heaters, air conditioners and other electrical equipment before vacating the Facility.
- g Secure windows and doors on vacating the Facility.
- h Return all keys to the Licensor at the end of the Term.

2.2 The Licensee agrees not to:

- a Remove any of the Licensor's property from the Facility.
- b Use any exhibits or decorations in the Facility without the Licensor's prior consent.
- c Cause damage to the Facility or the Licensor's property and to give notice to the Licensor of any loss or damage to Facility or the Licensor's property. The Licensee is responsible for the repair of any damage caused and the replacement of any damaged Licensor's property, fair wear and tear excepted.
- d Permit any smoking within the Facility.
- e Create a nuisance by noise or otherwise to the adjoining owners and occupiers.
- f Carry on any illegal activity.

3 AT THE END OF THE TERM

The Licensee must remove the Licensee's property from the Facility. In removing the Licensee's property, the Licensee must:

- a Not damage the Facility, the building or the land (and immediately make good to the Licensor's satisfaction any damage caused in removal of the Licensee's property).
- b Leave the Facility, the Licensor's property, the building and the land used in removal of the Licensee's property, clean and in good condition.
- c Comply with the Licensor's conditions about removal and making good any damage.

4 INSURANCE

The Licensor has insured the Facility for public liability insurance. The Licensor's insurer may pay compensation for personal injury suffered or damage to property sustained at the Facility when the Licensor is obligated to do so. The Licensee to effect and keep in force at all times during the Term public liability insurance with an insurer acceptable to The Perth Diocesan Trustees at the Licensee's expense for an amount of not less than \$5,000,000, and to provide a Certificate of Currency for such insurance.

DIOCESAN COUNCIL

POLICY 6.4



If the Licensee wants any other kind of insurance to cover this Licence, they should take out their own policy.

5 NATURE OF INTEREST

Any rights conferred on the Licensee by this Licence rest in contract only and shall not be assigned. Nothing contained in this Licence creates any tenancy, right of exclusive possession, or any other legal estate or interest in the Facility, the building or the land.

6 ADDITIONAL TERMS

The additional terms, covenants and conditions (if any) set out in **Schedule 2** are incorporated in this Licence as if fully set out in the Licence. If there is any inconsistency with the term, covenants and conditions of the Licence, the terms, covenants and conditions set out in **Schedule 2** prevail.

7 TERMINATION AND SUSPENSION

- a The Perth Diocesan Trustees may suspend this licence during any period when any part of the Facility is required for the purpose of a funeral, wedding or other activity offered by the Worshipping Community.
- b The Perth Diocesan Trustees may terminate this licence on one week's notice if the Licensee significantly or repeatedly breaches any terms or condition of this Licence. Refund of any Fees and Deposits will be negotiated.
- c The Licensee may request the termination of this licence by giving The Perth Diocesan Trustees one week's notice in writing. The Perth Diocesan Trustees will then terminate this licence and make any appropriate adjustment of the Fees and refund the Deposit but this clause does not prejudice any liability the Licensee may have arising from any prior breach of the Licensee's obligations under this Licence.
- d Notwithstanding anything else in this Licence, if The Perth Diocesan Trustees forms the opinion (in their absolute discretion) that the beliefs, objects or conduct of the Licensee in any way contradicts or is inconsistent with the fundamental beliefs of the Anglican Church, The Perth Diocesan Trustees may immediately terminate this Licence by giving the Licensee notice in writing, whereupon this Licence shall be at an end without prejudice to any right or remedy of The Perth Diocesan Trustees for an breach by the Licensee of this Licence.

Dated:

Signed by The Perth Diocesan Trustees

[Name]

Signed by Licensee

[Name]

The approval of the Archbishop/Administrator is required prior to signing of the Licence.

Licence – Church Use by Other Faiths: Schedule 2 - Additional Terms

Tick applicable Additional Terms:

- The Licensee may use the Facility only on the days and at the times specified
 - The Licensee may have no more than the total number of people and vehicles shown in item 3 at the facility.
 - The Licensee must not, or must not permit, the parking of vehicles in the Licensor's driveways at any time.
 - The Licensee must not permit the copying or cutting of any keys provided.
 - The Licensee must remove all rubbish from the property at the end of each use.
 - The Licensee must not move any pianos without the prior consent of the Licensor. The Licensor, in its sole discretion, may require that the piano is moved by professional removalists at the Licensee's cost
 - The Licensee must notify the Perth Diocesan Trustees in writing of any injury to any person during use of the Facility and to provide such statements from witnesses and the injured person as may be required.
 - The Licensee must ensure that there will be no access to any stage, or the rear of any stage.
 - Any stage curtains may be used only with the Licensor's prior consent
 - The Licensee must not sell alcohol at the Facility. The Licensee must not serve alcohol to minors.
 - The Licensee must ensure that guests disperse quickly and quietly to respect the rights of adjoining residents.
 - The Licensee must not allow the amplification of music without the Licensor's prior written consent. If the Licensor consents to the Licensee's amplification of music:
 - a the volume must be kept to acceptable levels in accordance with the *Environmental Protection Act 1986*.
 - b the volume of the music must be turned down by 9:00pm and turned off by 10:00pm.
- [Note:** Licensees are advised that unreasonable noise emissions from the Facility is an offence under the *Environmental Protection Act 1986*]
- The Licensor consents to the amplification of music.

Bond

The Licensee must deposit the sum of \$_____ (**Bond**) with the Licensor as security for the Licensee's observance of the Licensee's obligations under this License and for any damage and/or extra cleaning. The Licensee is liable for the cost of all damage and/or extra cleaning. If the Bond is insufficient to cover the cost of the damage and/or extra cleaning, the balance is payable by the Licensee to the Licensor on demand. The Bond is forfeited if the Licensee breaches any of the terms and conditions of this Licence.