

**Facilities Use Agreement – Religious Activities**

The following Agreement is entered into in the spirit of pastoral ministry and cooperation between the Parish and this community in the Archdiocese of Brisbane. The Parish has agreed, in accordance with the provisions of the Code of Canon Law, to welcome the Chaplain (the “User of Premises”) and his community and allow them the use of Parish facilities for the community’s worship and other activities.

The following document sets out the conditions, requirements and obligations of this formal Agreement.

Religious Activities includes Mass or other religious ceremonies (e.g. baptisms, weddings, funerals, religious instruction, prayer meetings etc.).

A copy of all agreements must be registered with the Archbishop’s Office.

Please email the completed and signed copy to aomail@bne.catholic.net.au.

**PARTIES**

**Agreement between:**

**Parish**

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

**User of Premises**

Name: Click or tap here to enter text.

Address: Click or tap here to enter text.

Phone: Click or tap here to enter text.

Email: Click or tap here to enter text.

**AGREEMENT**

The Parties agree:

1. The Parish is the owner of the property at:

Property address

1. The Parish has, at the request of the User of Premises, agreed to permit the User of Premises a non-exclusive right to use and occupy the property in accordance with this Agreement.
2. The User of Premises agrees to use and occupy the property on the terms and conditions of this Agreement for the permitted use of:

Specify the purpose/s for which the property is to be used.

**Term of Agreement**

Subject to any earlier termination or extension granted in accordance with this Agreement, the Agreement is for the following term:

Start date: Click or tap to enter a date. End date: Click or tap to enter a date.

**Licensed area to be Used**

The Parish allows the User of Premises to access and use the below specified buildings, facilities, spaces and furniture, fittings and equipment.

Specify the buildings, facilities, spaces, grounds, furniture, fittings, equipment approved for use.

**Scheduled Hours**

The Parish allows the User of Premises to access and use the above specified buildings, facilities, spaces, furniture, fittings and equipment on the following days and times. (Select the check box for each relevant day)

[ ]  Monday Hours: Specify start time and end time.

[ ]  Tuesday Hours: Specify start time and end time.

[ ]  Wednesday Hours: Specify start time and end time.

[ ]  Thursday Hours: Specify start time and end time.

[ ]  Friday Hours: Specify start time and end time.

[ ]  Saturday Hours: Specify start time and end time.

[ ]  Sunday Hours: Specify start time and end time.

OR

Specify specific dates and hours below:

Click or tap here to enter text.

**User of Premises Declarations**

The following declarations are mandatory. Should the User of Premises be unable to satisfy any of the declarations, the Agreement cannot commence until satisfied. (Select the check box for each declaration)

[ ]  The User of Premises acknowledges that the Archdiocese of Brisbane has zero tolerance for all forms of abuse and will safeguard everyone involved in its activities, ministries and services. The safety and wellbeing of children and adults-at-risk is paramount.

[ ]  The User of Premises will respond to, and report all safeguarding concerns and abuse incidents to the Parish and/or the Archdiocese.

[ ]  The User of Premises has a safeguarding and/or child protection policy and procedures and has provided evidence of such to the Parish.

OR

[ ]  The User of Premises has opted into application of the Archdiocesan safeguarding policy and procedures and has been provided with a copy of such.

[ ]  The User of Premises confirms that all workers (including clergy, religious, employees and volunteers) satisfy all legal accreditation and screening requirements including (but not limited to) Queensland Working With Children (Blue Card) checks, Queensland disability checks and National Criminal History checks. Evidence of such must be produced on request by the Parish and/or Archdiocese.

[ ]  The User of Premises will comply with all relevant statutory obligations, including legal abuse/harm reporting requirements and Work Health & Safety requirements.

[ ]  The User of Premises acknowledges that if it is found to be in breach of any of these declarations, the Parish and/or Archdiocese reserves the right to take action up to, and including cancelling the Agreement immediately, and making a report to authorities.

**Cost of Hiring**

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

Usage fee: $Click or tap here to enter text.

Utilities: $Click or tap here to enter text.

Cleaning: $Click or tap here to enter text.

GST: $Click or tap here to enter text.

Total: **$Click or tap here to enter text.**

**Public Liability Insurance** (Confirm by selecting the check box)

[ ]  The User of Premises has a current certificate of public liability insurance and has produced evidence of such.

**User of Premises Responsibilities**

1. The User of Premises will nominate a liaison person to facilitate communication between then Parties. The liaison person’s name and contact numbers are to be provided to the Parish before the Agreement commences. The User of Premises must, as soon as possible, notify the Parish if the liaison person changes.
2. The User of Premises will nominate a person/s to act as Community Sacristan. The Community Sacristan will be responsible for the care and protection of Parish buildings, facilities and property when being used.
3. The User of Premises will treat all property, facilities and any liturgical items (altar cloths, sacramental vessels etc.) with care and leave them in the same neat, clean and secure condition as they were before use. The cost of any breakage or damage to Parish property, including the building (including all building services), vestments, utensils or furniture is to be paid for by the User of Premises. If additional cleaning is required the Parish will invoice User of Premises for this cost.
4. The User of Premises must not use the premises, or permit the premises to be used for any purpose which is inconsistent with Catholic moral principles and/or the teachings and ethos of the Catholic Church.
5. The User of Premises must take all reasonable steps to ensure safety and wellbeing, and protect themselves and others from injury and harm when conducting activities on the premises.

**Other**

1. The Parties acknowledge that a climate of mutual trust and open communication is conducive to an effective working relationship. Where a grievance or dispute arises, every effort will be made to resolve the matter by mutual discussion between the Parties, and if necessary the Archdiocese of Brisbane.
2. The User of Premises acknowledges that the Parish (Parish Priest/Administrator) has the authority to make final decisions relating to the use of the Parish Church, and other building and facilities.
3. Towards the end of the Agreement period, the Agreement will be subject to review and open for extension as agreed to by the Parties.

Click or tap here to enter additional responsibilities.

**Priest/Chaplain - User of Premises**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: Click or tap to enter a date.

 Signature

Name: Click or tap here to enter text.

Role/Position: Click or tap here to enter text.

**Parish Priest/Parish Administrator**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: Click or tap to enter a date.

 Signature

Name: Click or tap here to enter text.

Role/Position: Click or tap here to enter text.

If the User of Premises is not from a Catholic Church (e.g. Orthodox, Protestant) this agreement requires the signature of the Archbishop or Vicar for Administration (below).

**Archbishop or Vicar for Administration**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: Click or tap to enter a date.

 Signature

Name: Click or tap here to enter text.

Role/Position: Click or tap here to enter text.