Standard form of licence for third party use

This licence is dated: _____ *(date on which the licence is entered into – usually inserted by hand once the licence agreement is signed by both parties)*

BETWEEN

(1) _____ (*full name of first authorised Managing Trustee)* and _____ *(full name of second authorised Managing Trustee)* for themselves and others the members (or such of the members as have attained full age) of the [Church Council] OR [Circuit Meeting] of _____ _____ *(name of Church Council or Circuit Meeting – insert the registered name and charity number if the managing trustee body is a registered charity)* care of _____ (*contact address)* which expression shall include their successors from time to time ascertained in accordance with the provisions of Part II Schedule 2 to the Methodist Church Act 1976*)* (**Managing Trustees**); and

(2) _____ (*full name)* of _____ *(address)* and _____ *(full name)* of _____ (*address)* as representatives of _____ *(name of group if applicable)* (**Licensee**)

AGREE AS FOLLOWS:

1. Subject to the Licensee's obligations under clause 3 and the termination provisions in clause 5 of the Schedule, the Managing Trustees permit the Licensee to occupy the Premises for the Permitted Use for the Licence Period during the Permitted Hours in common with the Managing Trustees and all others authorised by the Managing Trustees together with the Rights on the terms and conditions set out in the Schedule.

PARTICULARS

Building: land and buildings known as _____ *(address of church or other building in which the Premises are located)* or such reduced or extended area as the Managing Trustees may from time to time designate as comprising the Building.

Furniture and Equipment: _____ _____ *(please list any furniture or equipment that the Licensee can use)*.

Licence Fee: £_____ per [hour] OR [week] OR [month] OR [quarter] OR [_____] (*other*).

Payment Dates: _____ each [week] OR [fortnight] **OR**

the _____ day of each month **OR**

the _____ 20__ and [monthly] or [quarterly] or [_____ (*other*)] thereafter **OR**

_____ days after receipt of an invoice from the Managing Trustees.

Permitted Use: _____

Permitted Hours: the hours during which the Licensee may use the Premises and set out in the table below except bank holidays and public holidays including Christmas Day, Good Friday and Easter Day or otherwise at the Managing Trustees' absolute discretion;

Day(s)							
Start time:	am/pm	am/pm	am/pm	am/pm	am/pm	am/pm	am/pm
Finish time:	am/pm	am/pm	am/pm	am/pm	am/pm	am/pm	am/pm
Frequency:							
Other							

Premises: _____ *(being* the parts of the Building available for use by the Licensee*)*

Safeguarding Policy: the safeguarding policy of the _____ [Methodist Church] OR [Circuit].

Shared Facilities: [toilets] and/or [kitchen] and [_____] (*insert any other common facilities that the Licensee will be able to use during the Permitted Hours incidental to use of the Premises*).

Start Date: _____ 20__ *(the date from which the Licensee can start to use the Premises).*

End Date: _____ 20__ *(the end of the licence - date must be no more than 12 months after the Start Date)*.

SIGNED by _____ (Managing Trustee)

SIGNED by _____ (Managing Trustee)

SIGNED by _____ (Licensee)

SIGNED by _____ (Licensee)

TMCP has prepared this standard form of licence on behalf of the Connexional Team. Whilst the form of licence reflects Methodist best practice and complies with Methodist Standing Orders, this document is general in nature, may not reflect all recent legal developments and may not apply to the specific facts and circumstances of any particular matter.
Also note that nothing within the documents and guidance notes provided by TMCP nor any receipt or use of such information, should be construed or relied on as advertising or soliciting to provide any legal services. Nor does it create any solicitor-client relationship or provide any legal representation, advice or opinion whatsoever on behalf of TMCP or its employees.
Accordingly, neither TMCP nor its employees accept any responsibility for use of this document or action taken as a result of information provided in it.
Please remember that Managing Trustees need to take advice that is specific to the situation at hand. This document is not legal advice and is no substitute for such advice from Managing Trustees' own legal advisers.
When the standard form of licence is used, the approval of the Connexional Team under SO 931(3) is deemed to be in place. If the standard licence is varied in any way, if anything is added or deleted, the approval of TMCP, on behalf of the Connexional Team, is required.

SCHEDULE

AGREED TERMS

2. LICENCE TO OCCUPY

The Licensee acknowledges that:

(a) the Licensee shall occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Managing Trustees and the Licensee by this licence;

(b) the Managing Trustees retain control, possession and management of the Premises and the Licensee has no right to exclude the Managing Trustees from the Premises;

(c) the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the Rights (if any) may only be exercised by the Licensee its employees and its invitees;

(d) without prejudice to their rights under clause 5, the Managing Trustees shall be entitled at any time on giving not less than 14 days' notice to require the Licensee to transfer to alternative space elsewhere within the Building and the Licensee shall comply with such requirement.

(e) the Licence Fee is inclusive of the Utility Costs that the Managing Trustees anticipate will be attributable to the Licensee's use of the Premises and any Common Parts during the Permitted Hours ("Licensee's Utility Contribution") such contribution to be determined by the Managing Trustees absolutely.

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

Payment of monies

(a) to pay:

(i) to the Managing Trustees the Licence Fee payable without any set off or deduction in advance on the Payment Dates;

(ii) to the Managing Trustees, within 10 working days of demand, the amount (if any) by which the Utility Costs exceed the Licensee's Utility Contribution, such further costs to be determined by the Managing Trustees absolutely; and

(iii) to the relevant authority any rates (including business rates) and taxes that are now or at any time during the Licence Period assessed, charged or imposed on the Premises due, in the Managing Trustees' reasonable opinion, to the Licensee's usage of the Premises.

Repair, damage and leaving the Premises

(b) to leave the Premises clean, tidy and clear of rubbish and any other property or equipment of the Licensee after each session of use (except any Agreed Equipment);

(c) not to cause or permit to be caused any damage to:

(i) the Premises, Building or any neighbouring property; or

(ii) any property of the owners or occupiers of the Premises, Building or any neighbouring property including but not limited to the fixtures and furniture on the Premises or any Common Parts from time to time;

(d) not to obstruct any areas of the Building over which any Rights have been granted, make them dirty or untidy or leave any rubbish on them;

(e) to remove all equipment goods and/or other property belonging to the Licensee from the Premises and/or Building at the end of the Licence Period;

Use of Premises

(f) not to use the Premises other than for the Permitted Use;

(g) not to allow betting or gambling in any form nor use the Premises for the supply, sale, or consumption of alcoholic beverages nor for any religious purposes nor for any other purposes contrary to the Standing Orders of the Methodist Conference.

(h) not to do or permit to be done on the Premises anything to injure the reputation of the Premises or which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Managing Trustees or to any tenants or occupiers of the Building or any owner or occupier of neighbouring property;

Alterations

(i) not to make any alteration or addition whatsoever to the Premises;

(j) not to display any advertisement, signboard, nameplate, inscription, flag, banner, placard, poster, sign or notice at the Premises or elsewhere in the Building without the prior written consent of the Managing Trustees;

(k) not to apply for any planning permission in respect of the Premises;

Compliance with rules and regulations

(l) not to do anything that will or might constitute a breach of any planning permissions or other consents, licences, permissions, certificates, authorisations or approvals whether of a public or private nature affecting the Premises;

(m) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises;

(n) to observe any rules and regulations the Managing Trustees make and notify to the Licensee from time to time governing the Licensee's use of the Premises and any other parts of the Building in respect of which any Rights have been granted;

Indemnity and insurance

(o) not to do anything that will or might invalidate in whole or in part any insurance effected by the Managing Trustees in respect of the Building from time to time;

(p) to indemnify the Managing Trustees and keep the Managing Trustees indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(i) this licence;

(ii) any breach of the Licensee's undertakings contained in this clause 3; and/or

(iii) the exercise of any rights given in clause 1; and

(q) unless the Managing Trustees otherwise agree, to effect and maintain a policy of insurance with insurers approved by the Managing Trustees for such amount as the Managing Trustees may from time to time reasonably require in respect of the liability of the Licensee under clause 3(p) and at the request of the Managing Trustees from time to time to produce to the Managing Trustees evidence of such policy and of the payment of the premiums for it.

4. SAFEGUARDING

The Licensee confirms that the Licensee has received a copy of the Safeguarding Policy, has an understanding of it, and undertakes to follow it or comparable equivalent guidelines and procedures (such as Scouting and Guiding national safeguarding policy) for the safeguarding of children, young people and vulnerable adults at the Building.

5. TERMINATION

5.1 This licence shall end on the earliest of:

(a) the End Date;

(b) the expiry of any notice given by the Managing Trustees to the Licensee at any time of breach of any of the Licensee's obligations under clause 3; and

(c) the expiry of not less than four weeks' notice given at any time by the Managing Trustees to the Licensee or by the Licensee to the Managing Trustees,

and any Licence Fee paid in respect of any period following termination of this licence under clause 5.1 sub sections (a) or (c) shall be reimbursed by the Managing Trustees to the Licensee.

5.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5.3 Any items equipment goods and/or other property belonging to the Licensee left at the Premises and/or Building following termination of this licence will be disposed of and any costs of disposal will be borne by the Licensee. The Managing Trustees will not owe the Licensee any responsibility for the Licensee's property or the proceeds arising from any sale.

6. NOTICES

6.1 Any notice given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party at the address and for the attention of the persons specified in the Particulars or as otherwise specified by the relevant party by notice in writing to each other party.

6.2 Any notice or other communication given in accordance with clause 6.1 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

6.3 A notice or other communication given under this licence shall not be validly given if sent by e-mail.

6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

7. NO WARRANTIES FOR USE OR CONDITION

7.1 The Managing Trustees give no warranty that the Premises possess the planning permissions or any other consents, licences, permissions, certificates, authorisations or approvals whether of a public or private nature which shall be required for the Permitted Use.

7.2 The Managing Trustees give no warranty that the Premises are physically fit for the Permitted Use.

7.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Managing Trustees before the date of this licence as to any of the matters mentioned in clause 7.1 or clause 7.2.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. LIMITATION OF MANAGING TRUSTEES' LIABILITY

8.1 Subject to clause 8.2, the Managing Trustees are not liable for:

(a) the death of, or injury to the Licensee, its employees, customers or invitees to the Premises; or

(b) damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Premises; or

(c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees, customers or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 1.

8.2 Nothing in clause 8.1 shall limit or exclude the Managing Trustees' liability for:

(a) death or personal injury or damage to property caused by negligence on the part of the Managing Trustees or their employees or agents; or

(b) any matter in respect of which it would be unlawful for the Managing Trustees to exclude or restrict liability.

9. DATA PROTECTION

The Managing Trustees care about the Licensee's privacy and the Licensee's trust is important to the Church. The Privacy Notice available online (www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice) and displayed at the Building explains how the Managing Trustees collect, use and protect the Licensee's personal information. It also provides information about individuals' rights (paragraph 9 of the Privacy Notice) and who to contact if individuals have any questions about how Managing Trustees use their information (paragraph 1 of the Privacy Notice). The Managing Trustees will provide the Licensee with a PDF or hardcopy of the Privacy Notice on request and will try to deal with any questions that the Licensee may have about the Privacy Notice including any accessibility issues.

10. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

11. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

13. DEFINITIONS AND INTERPRETATION

13.1 The definitions set out in the Particulars and in this clause 13 apply in this licence:

Agreed Equipment: such property or equipment of the Licensee that the Managing Trustees agree (from time to time) may be left on the Premises, or elsewhere in the Building, outside of the Permitted Hours.

Common Access Ways: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Premises as designated from time to time by the Managing Trustees (if any).

Common Facilities: such facilities in or upon the Building as shall from time to time be designated by the Managing Trustees for such purposes as are usually attributed to such facilities or as specified from time to time by the Managing Trustees which facilities shall at the date of this licence be the Shared Facilities.

Common Parts: any Common Access Ways and/or Common Facilities.

Licence Period: the period from and including the Start Date until the earlier of the End Date or the date on which this licence is determined in accordance with clause 5.

Privacy Notice: the notice containing the privacy information required under data protection legislation about how the Managing Trustees use any personal information acquired or used in relation to the Licensee's use of the Premises and is available online (www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice), at the Building or via the Managing Trustees direct.

Rights: the right for the Licensee to use during the Permitted Hours the following:

(a) Such parts of the Common Access Ways as is reasonably required for the purpose of access to and egress from the Premises as shall from time to time be designated by the Managing Trustees for such purpose.
(b) Such parts of the Common Facilities as is reasonably required for such purposes as are usually attributed to such facilities as shall from time to time be designated by the Managing Trustees for such purposes.
(c) Any Furniture and Equipment.

Utility Costs: all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises and a fair and reasonable proportion of such costs (such proportion to be determined by the Managing Trustees absolutely) in connection with the supply of such utilities to or from the Common Parts due to the Licensee's usage of the Premises and the Common Parts.

13.2 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

13.3 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.

13.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.

13.5 Words in the singular shall include the plural and vice versa.

This licence has been entered into on the date stated at the beginning of it.