**1**

**Standard form of licence for third party use**

**Particulars**

**Date of Licence: 2022**

**Managing Trustees:** Mary Knight(*full name of first authorised Managing Trustee)* and Linda Talbot *(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 Westbury Park Methodist Church Council/ Circuit Meeting care of Jo Payne, 70 Harcourt Road, Redland, BRISTOL, BS6 7RE (*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*).*

**Licensee**: (*full name)* of (*address)* and

 *(full name)* of (*address)*

[and the individuals set out on the continuation sheet attached.]

**Building**: all that land and buildings known as Westbury Park Methodist Church, 4 North View, Westbury Park, BRISTOL BS6 7QB or such reduced or extended area as the Managing Trustees may from time to time designate as comprising the Building.

Premises: the following parts of the Building;

Room 1 (Guild Room) Yes/No

Room 2 Yes/No

Hall (upstairs) Yes/No

Church Yes/No

Use of Oven/Hob Yes/No

.

Common Parts**:** such common parts of the Building (if any) as more particularly defined in the schedule to this licence.Permitted Hours: the hours during which the Licensee may use the Premises as set out in the table below except Bank Holidays and Good Friday or otherwise at the Managing Trustees’ absolute discretion.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Day(s) | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
| 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 |  |

**Licence Fee**: £ per hour/week/month/quarter/ (*other*).

**Payment Dates**: **OR** the  day of each month

Payment by Bank Transfer is preferred – use name and date of booking as reference.
FOR WESTBURY PARK METHODIST CHURCH - Lloyds Bank, Westbury Park Methodist Church, 30-99-38, 01563560.

**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.

**End Date**: 31st August 2023

**Start Date: September 1st 2022**

**Safeguarding Policy**: the safeguarding policy of the Westbury Park Methodist Church.

**Permitted Use**:

**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.

**Rights** means the rights granted to the Licensee (if any) set out in the schedule to this licence.

**THIS LICENCE is dated the Date of Licence**

## Between:

## The Managing Trustees

## The Licensee

Agreed terms

# Definitions

## The definitions set out in the Particulars apply in this licence.

# Licence to occupy

## Subject to the Licensee’s obligations under clause 3 and the termination provisions in clause 5, 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 (if any).

## The Licensee acknowledges that:

### 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;

### 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;

### 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;

### 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.

### 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.

# Licensee's obligations

The Licensee agrees and undertakes:

**Payment of monies**

### to pay:

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

#### 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

#### 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**

###  to leave the Premises clean, tidy and clear of rubbish and any other property or equipment of the Licensee after each session of use;

### not to cause or permit to be caused any damage to:

#### the Premises, Building or any neighbouring property; or

#### 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;

### 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;

### 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**

### not to use the Premises other than for the Permitted Use;

### 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.

### 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**

### not to make any alteration or addition whatsoever to the Premises;

### 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;

### not to apply for any planning permission in respect of the Premises;

### **Compliance with rules and regulations**

### 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;

### 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;

### 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**

### 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;

### 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:

#### this licence;

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

#### the exercise of any rights given in clause 2; and

### 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.

# 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.

# Termination

## This licence shall end on the earliest of:

### the End Date;

### 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

### 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.

## 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.

## 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.

# Notices

## 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.

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

### 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

### 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.

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

## 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.

# No warranties for use or condition

## 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.

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

## 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.

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

# Limitation of managing trustees’ liability

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

### the death of, or injury to the Licensee, its employees, customers or invitees to the Premises; or

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

### 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 2.

## Nothing in clause 8.1 shall limit or exclude the Managing Trustees’ liability for:

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

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

# 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.

# 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.

# 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).

# **Interpretation**

## 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.

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

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

## 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.

Schedule

**Rights granted to Licensee**

1. The following definitions apply in this Schedule:

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 following; toilets and/or kitchen and The Crush Hall by North View entrance (*insert any other common facilities over which rights are to be granted*).

Common Parts**:** such common parts of the Building (if any) including any Common Facilities and/or Common Access Ways as designated from time to time by the Managing Trustees.

2. The right for the Licensee to use during the Permitted Hours the following:

* 1. 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.
	2. 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.
	3. Such furniture and/or equipment on the Premises that is listed below:

 Tables Oven

 Chairs Hob\_\_\_\_

 Flipchart stand

 Instant Water heater



**Please make sure you read pages 0 to 12 and sign there too.**

**Additional notes to the Licence**

*Please note - The Hirer’s booklet which contains the Terms and Conditions, and is attached, is part of your contract.*

I confirm that I have read the attached Hirer’s booklet and agree to abide by the Terms and Conditions **Yes/No**

**SIGNED ……………………………………………………………………………….. (Hirer)**

**DATE ………………………………………………………..**

**The following terms are relevant for regular hires.**

I confirm that I have public liability (Third Party) insurance for my activity

…………………………………………………………… and is renewed on ……………………………….. (Date)

**OR**

I confirm that my event has public liability (third party) insurance under my home insurance policy

……………………………..

*(delete whichever of the above 2 statements are not appropriate)*

I have **enclosed** a copy of the relevant insurance policy showing it is current. **(Tick….)**
Please also send a new copy when your insurance is renewed so we always have the current policy on file.

I confirm that I have a safeguarding policy (if activity has children and/or vulnerable adults attending) and a copy is **enclosed** **(tick …..).**

**AND WE AGREE to display it whenever we are meeting in the hall. ….. (Tick)**

**I confirm that** *if I don’t have a Safeguarding Policy**I agree to abide by the Church’s Safeguarding policy* ***(applies to all hirers****) – this can be seen on our website (*<https://westburyparkchurch.org.uk/about-us/safeguarding-policy/> *)* **….. (Tick)**

AND I agree to display a notice directing people to the Church’s policy**……. (Tick)**

I confirm I have read the Church’s safeguarding policy ……………………………….. (Signed)

**I understand that If I need keys I will have to complete a Keyholder form ……… (Tick)**

**I consent to you putting my name and email/telephone number: -**

* in the back of the Church magazine **…….. (tick);**
* on the What’s on notices that are displayed on the noticeboards at St Alban’s Church and at Westbury Park Methodist Church **………. (tick);**
* on the church website **……… (tick)**

*(We list some hall users in the Church magazine, and we list all regular hall users on the What’s on poster. This information may also be listed on the church website as we hope for our bookings calendar to go online shortly. For scouting this includes each group and the leader details but for Guiding we just have a general statement saying they meet locally with no details. If you change your mind, please let us know so we can remove it)*

Our Privacy policy can be viewed on our website as can our letting policy.

**SIGNED…………………………………………………………………….. *Continued …***

**Please write in the spaces if you will still be there in the school holidays, including through August. And make sure you put any dates that you won’t be there down too.**

**Term 1**

Start - September 202\_\_

End - December 202\_\_

Cancel half term on - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Dates to cancel - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Term 2**

Start - January 202\_\_

End - April 202\_\_ *(NB Easter Sunday is 9th April)*

Cancel half term on - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Dates to cancel - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Term 3**

Start - April 202\_\_

End - July 202\_\_ / \_\_\_\_\_\_ Aug 202\_\_

Cancel half term on - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional Dates to cancel - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Please PRINT your details:-**

Name …………………………………………………….. Phone No …………………………………………

Address ………………………………………………………………………………………………………………………

Email Address …………………………………………………………………………………………..

Class/Event Title ………………………………………………………………………………………..

**Please put your exact dates NOT just the week commencing date.**