

THIRD PARTY ROOM LICENCE

The Licence is dated: _____ 20____

(date on which the licence is entered into - usually inserted by hand once the licence agreement is signed by both parties)

End Date: 31st August 2023 (the end of the licence - date must be no more than 12 months after the start date)

<p>First Managing Trustee <i>(name and signature):</i></p> <p>Second Managing Trustee <i>(name and signature):</i></p>

<p>Licensee <i>(name and signature):</i></p> <p>Address:</p> <p>Phone no:</p> <p>Email:</p>
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The **Managing Trustees**, for themselves and others the members (or such of the members as have attained full age) of the Church Council of Cheadle Hulme Methodist Church (Charity number 1130718) of Ramillies Avenue, Cheadle Hulme, SK8 7AL 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), and the **Licensee** agree as follows:

In consideration of the performance of the Licensee's obligations under clause 2 of Schedule 2 of this Agreement, and subject to the termination provisions in clause 5 of the said Schedule 2, the Managing Trustees permit the Licensee to occupy the **Premises** for the **Permitted Use** for the **Licence Period** during the **Permitted Hours** and to exercise the Rights in common with the Managing Trustees and all others authorised by the Managing Trustees on the terms and conditions set out in Schedules 1 and 2 of this Agreement.

Schedule 1 - PARTICULARS							
Group Name							
Permitted Hours <i>(the hours during which the Licensee may use the Premises are set out in the table below except Christmas Day, Good Friday and Easter Sunday, or otherwise at the Managing Trustees' absolute discretion)</i>							
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Start time							
Finish time							
Permitted Hours (other) Such other hours as may be agreed between the Licensee and the Managing Trustees from time to time at the Managing Trustees absolute discretion and such times being set out in the annex to this Licence							
Frequency <i>(weekly, fortnightly, monthly etc.)</i>							
Permitted Use							
Premises <i>(being the parts of the Building available for use by the Licensee)</i>							
Shared Facilities <i>(tick the facilities available for use by the Licensee)</i>							
<input type="checkbox"/> Toilets <input type="checkbox"/> Kitchen <input type="checkbox"/> Other.....							

Furniture and Equipment (<i>list any furniture or equipment that the Licensee can use</i>)	
Licence Fee	Payment Dates
£ per hour OR per week OR per month OR other:	each week OR each fortnight OR the _____ day of each month OR _____ days after receipt of an invoice from the Managing Trustees
Safeguarding policy The safeguarding policy of Cheadle Hulme Methodist Church and the Home Office Code of practice: <i>Safe From Harm</i> .	
Age range of participants where under 18	
Number of adult leaders/helpers (<i>working directly with children, young people or vulnerable adults, or supervising and managing those who do</i>)	
One person from this group will also be required to sign a Key Holder Declaration - form D. In exceptional cases two key holders may be allowed. The Methodist Church is not obliged to give anyone access to church premises unless access to the premises is required as part of their role or for regular hire of premises.	

SCHEDULE 2 - AGREED TERMS

1. LICENCE TO OCCUPY

The Licensee agrees that:

- 1.1. 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;
- 1.2. 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;
- 1.3. 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;
- 1.4. Without prejudice to their rights under clause 5, the Managing Trustees shall be entitled at any time on giving not less than 7 days' notice to require the Licensee to transfer to alternative space elsewhere within the Building and the Licensee shall comply with such requirement
- 1.5. 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

2. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

Payment of monies

2.1. To pay:

- a) To the Managing Trustees the Licence Fee payable without any set off or deduction in advance on the Payment Dates;
- b) 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
- c) 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

- 2.2. To leave the Premises clean, tidy, and clear of rubbish and any other property or equipment of the Licensee after each session of use;
- 2.3. To dispose of any rubbish in the outside bin in the Car Park and not in the internal bins;
- 2.4. Not to cause or permit to be caused any damage to:
 - a) The Premises, Building, or any neighbouring property; or
 - b) 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;
- 2.5. 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;
- 2.6. 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

- 2.7. Only to use the Premises as stipulated in this Agreement, or as agreed in writing in the case of any amendment or variation as under clause 4;
- 2.8. Not to use the Premises other than for the Permitted Use;
- 2.9. 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 purposes contrary to the Standing Orders of the Methodist Conference;

- 2.10. 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 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

Use of the Car Park

- 2.11. The Hirer acknowledges that the grant of permission to use the Premises does not guarantee the availability of a space in the Car Park;
2.12. The Hirer may not make use of any numbered parking spaces between the hours of 9.00am and 5.00pm on weekdays;
2.13. The Hirer may only park in designated parking spaces in the Car Park;
2.14. The Hirer may only use the Car Park during the Permitted Hours;

Alterations

- 2.15. Not to make any alteration or addition whatsoever to the Premises;
2.16. 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;
2.17. Not to apply for any planning permission in respect of the Premises

Compliance with rules and regulations

- 2.18. 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;
2.19. 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;
2.20. 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

- 2.21. 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;
2.22. 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:
a) This licence
b) Any breach of the Licensee's undertakings contained in this clause 2; and/or
c) The exercise of any rights given in clause 1;
2.23. 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 2.22 and at the request of the Managing Trustees from time to time to produce the Managing Trustees evidence of such policy and of the payment of the premiums for it

3. 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

4. AMENDMENT OR VARIATION

Any permanent amendment or variation to the permitted hours, frequency, or premises allowed in this Licence shall not be binding upon the parties unless it is made in writing and signed by two Managing Trustees and by the Licensee

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 2
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 clauses (a) and (c) above 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 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 by the Managing Trustees shall be in writing and may be sent by email or delivered by hand or sent by pre-paid first-class post 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 given under this licence by the Licensee shall be in writing and shall be delivered by hand or sent by pre-paid first-class post 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
6.3. Any notice or other communication given in accordance with clauses 6.1 or 6.2 will be deemed to have been received:
a) If sent by email (Managing Trustees only) on the next working day after sending;
b) 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
c) If sent by pre-paid first-class post or other next-working day delivery service, at 9:00am on the second working day after posting
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 incorrectly 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:
- 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 1
- 8.2. 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
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.t MCP.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.
- 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.t MCP.org.uk/about/data-protection/managing-trustees-privacy-notice), at the Building or via the Managing Trustees direct.
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 12 apply in this licence:
- End Date:** the date on which the Licence will end set out on the first page of this Agreement unless it is brought to an end sooner in accordance with the terms of this Agreement
- Building:** the land and Buildings known as Cheadle Hulme Methodist Church, Ramillies Avenue, Cheadle Hulme, SK8 7AL, or such reduced or extended area as the Managing Trustees may from time to time designate as comprising the Building
- Car Park:** the designated parking spaces on the land of which the Building forms part
- Common Access Ways:** such roads, paths, entrance halls, corridors, 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)
- Shared 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 Facilities
- Common Parts:** any Common Access Ways and/or Shared 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
- Rights:** the right for the Licensee use during the Permitted Hours is the following:
- 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
 - Such parts of the Shared 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
 - Any Furniture and Equipment as permitted by this Agreement
- 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
14. The Licensee confirms that the Licensee has received a copy of the rules and regulations referred to in clause 2.20 relating to COVID-19 at the Building and undertakes to follow such rules and regulations to protect the safety of all users of the Building by reducing the risk of COVID-19 contamination and transmission at the Building.