

## License agreement

Between **ST THOMAS` PAROCHIAL CHURCH COUNCIL** ( `the PCC` ) and  
..... ( `the Licensee` )

The PCC will permit the Licensee to occupy and use the following parts of St Thomas' Community Centre ( *details* ) on the following occasions (*the Times of Hire*)

In return for so occupying and using the Centre the Licensee will pay the PCC the sum of £..... per week. Such money is to be paid at least monthly.

PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE  
MAKING A BOOKING

### TERMS AND CONDITIONS OF USE:

**1** In these Terms and Conditions the term "the Licencee" shall include the person signing the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

**2** Deposit – the licensee must, if requested, pay a **refundable cash deposit of £75** at the time of booking. After the agreed booking, the deposit will be returned to the user less any compensation for damage or breach of any of these conditions.

**3** Cancellation - The licensee, the Parochial Church Council (PCC) may cancel the booking not less than 4 weeks before the booking date. A full refund of all advance deposits and hire charges will be made in the event of cancellation in accordance with this condition, but the deposit will not be returned if the booking is cancelled by the licensee less than 1 week before the reserved date.

#### **4** Hiring Charges

(a) The hire charges should be paid not less than 1 week before the date of use or by weekly monthly or payments in advance as agreed. Payment can be made by BACS, standing order, cheques (made payable to St Thomas Community Project) or cash. Invoices will not be raised and receipts will not be issued unless specifically requested.

(b) One off hire charges are

Hall	£20 per hour (maximum capacity of 100 seated).
Community Centre Rooms	£10 per hour
Lady Chapel	£10 per hour
Church	£50 per hour (maximum capacity 250 seated)
Hall Kitchen	The kitchen is not part of the hall hire but can be used under special agreement

(c) Agreements and hire charges will be renewed annually.

## 5 General Conditions of Use of building :

(a) The PCC has an absolute right to refuse a booking.

(b) All bookings must end by no later than 10.00 pm. All property of the licensee and its agents must be removed before the end of the period of authorised use so that the building is empty by this time.

(c) The licensee is responsible for the proper conduct of everyone using the building during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the licensee must keep noise to a reasonable level, having due regard for nearby residents, and should keep the main doors closed for this reason. The PCC or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.

(d) The Licensee is responsible for ensuring that entry to the Centre is properly supervised at all times during its Times of Hire. It will be liable for loss or damage caused to the Centre by any person entering the same during such periods where entry has been gained as result of lack of proper supervision. The Licensee shall also take reasonable steps during Times of Hire to prevent loss or damage being caused to the Centre from outside, for example where necessary by telephoning the police

(e) The licensee is responsible for the proper conduct of children and young people attending the user's function and shall do his/her best to prevent any child or young person causing annoyance or inconvenience to other persons. In particular, the user must keep noise made by children and young people to a reasonable level and must prevent the use of the areas outside, including the car park. Parties for children and young people must be supervised by at least two responsible adults at all times.

(f) The premises must be left in a clean and tidy condition ready for the next user. This includes sweeping the floor and mopping up any spillages, leaving the bar area clean, everything put away, wiping tables down and emptying waste bins. All tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. Please note that it is the responsibility of the licensee to remove all their rubbish from the building, including the surrounding area. Waste created can be put into the container on the car park. Once this bin is full any excess rubbish must be removed and disposed of by the licensee. If the licensee fails to observe these conditions the PCC may perform it on behalf of the user and recover the cost from, or make an appropriate charge to, the licensee.

(g) For safety reasons children must never be allowed in the kitchen.

(h) The licensee must ensure that the terms of every statute authorising or regulating how the building is used are complied with and that any licence or registration which is required is obtained, renewed and continued as the case may be, including but not by way of limitation:

- (i) compliance with statutes governing the preparation, serving or selling of food;
- (ii) compliance with statutes governing the sale and consumption of alcohol
- (iii) compliance with statutes governing persons working with or caring for children or vulnerable adults (including their engagement, supervision and training);
- (iv) obtaining any requisite licence for music entertainment, dancing, concert or stage performances; and
- (v) compliance with the conditions of such requisite licenses.

(i) The Licensee shall not allow any drugs, weapons or illegal substances to be brought anywhere onto the site. Alcohol may not be brought anywhere onto site unless previously expressly agreed with the PCC and drunkenness shall not be permitted in any circumstances. Swearing, fighting and aggressive behaviour is also prohibited anywhere on site and the PCC reserves the right from time to time to prohibit any other behaviour or material which it deems to be in contravention of Christian teaching.

(j) The Licensee shall not hold any act of religious worship or adherence at the Centre except such as has been specifically agreed beforehand with the PCC

(k) All advertisements and publicity for functions held in the building must clearly display the name of the person or organisation holding the function.

(l) No nails, screws, bolts etc may be driven into the walls and fixtures of the building

(m) The licensee is responsible for any damage done to the premises (including any Fixtures, Fittings and Furniture and any other articles) during the period of use, whosoever may have caused the damage. All damage and breakages must be reported

(n) The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the premises may not be used by any person other than the licensee.

(o) The licensee must comply with all conditions and regulations made in respect of the premises by the Fire Authority or Local Authority in connection with the event.

(n) Highly flammable substances are not to be brought into or used in any part of the building. If electrical appliances are brought into the by the licensee then he/she must ensure that these items are safe and in good working order and used in a safe way.

(p) If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.

**6 Safeguarding of Children** - The licensee is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary Safeguarding and risk assessments are undertaken. The PCC accept no responsibility for the user's failure to comply with these requirements.

**7 Safeguarding of Vulnerable Adults** - It is the responsibility of the licensee to ensure the protection of any vulnerable adults using the premises. The PCC accept no responsibility for the licensee's failure to comply with these requirements.

**8 Insurance** - The building is fully covered for any claims due to negligence on the part of the PCC. However, the licensee must take out its own insurance to cover any other claims which may arise in relation to its use of the building.

**9 Disclaimer** - The PCC, its officers, agents and volunteers shall not be liable to the licensee or to any person using or entering the building for personal injury or for damage, loss or theft of any property brought into the building unless caused by the negligence on the part of the PCC. The licensee shall indemnify the PCC its officers, agents and volunteers against all claims made by, and liability to, any person in respect of such damage, loss or theft.

**10** Parking – Vehicles are parked on the car park at the owners risk. The PCC will accept no liability for loss or damage to vehicles parked on the car park. It is the responsibility of the licensee to ensure access to the building is kept clear for emergency vehicles and that any cars parked in the road are parked legally and not obstructing other traffic.

**11** Fire and Emergencies

(a) The licensee is responsible for evacuating the building and calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Emergency telephone number below.

(b) The licensee must ensure that all exits, emergency exits and fire appliances in the building are free from obstruction and available for use at all times during the period of use.

(c) We recommend that the licensee has a charged mobile telephone on their person and at the premises at all times during the function.

(d) In common with all public buildings smoking is not permitted anywhere in the building, grounds or car park.

**12** In an emergency (for example the need of building repairs to be undertaken) or in other exceptional circumstances the PCC reserves the right to cancel the hire of the premises on any given day, or to require the Licensee`s occupation to be shared rather than exclusive on any given day, in which case as much notice as possible shall be given to the Licensee. In addition, during all Times of Hire the PCC reserves the right for the Vicar, its members and others whom they may invite to have access to (but not to occupy) all parts of the premises where this is necessary for the good running of the Centre and its services.

Emergencies and Enquiries please ring 07814377455 or .....

This agreement shall remain in place until either party terminates it by giving one month`s written notice to the other

*or*

This agreement shall remain in place for a period of six months at which point it may be renewed should both parties so decide

## BOOKING DETAILS

Facilities Required:

Days / Dates / Times:

Purpose of hire:

Agreed Rent:

Method of Payment:

Deposit of £75 cash received:

Keys issued to:

(for regular bookings not one off hire)

Alarm Code Disclosed to:

(for regular bookings not one off hire)

Contact details (person opening and closing)

**I agree to the terms and conditions of use as set out in this agreement**

*Signed on behalf of the PCC* .....

*Signed by the Licensee* .....*Print name*.....

Organisation name.....

Address:.....

Postcode.....

Phone.....e-mail address.....