**LICENCE TO OCCUPY AGREEMENT**

**(RECURRING USE)**

**Definitions**

In this Licence:

**“the Congregation”** means [ ] Presbyterian Church

**“the Guidelines”** mean the “Guidelines for the Use of Church Premises” issued from time to time by the General Assembly of the Presbyterian Church in Ireland

**“the Kirk Session”** means the Kirk Session of the Congregation

**“the Licence Fee”** means £ [ ][[1]](#footnote-1) for each Licence Session

**“Licence Session”** means the period between the hours of [ ] am/pm and [ ] am/pm on [ ][[2]](#footnote-2)

**“Licensed Use”** means [ ][[3]](#footnote-3)

**“The Licensor”** means the Congregational Committee of the Congregation

**“the Premises”** means the [ ][[4]](#footnote-4) of the Congregation

**“Prohibited Uses”** means

1. The sale and/or consumption of alcoholic liquor on the Premises
2. The sale and/or use of any illegal or mind altering substance on the Premises
3. The raising of money on the Premises by ballot, raffle, lottery, or any similar activity which involves any form of betting or gambling
4. Any inappropriate secular use on a Sunday
5. The holding of any meeting organised by a Political Party, for party political purposes
6. The conduct of any ceremony of any nature for same-sex couples involved in either a civil partnership or civil same-sex marriage or the holding of any event to celebrate such civil partnership or civil same-sex marriage
7. Any event or activity the purpose of which is advocating or promoting a course of action or belief system which is contrary to the doctrine and testimony of the Presbyterian Church in Ireland
8. Any event or activity which is contrary to the Guidelines

**“the Term”** [[5]](#footnote-5)means the period starting on the date of the agreement and ending on [ ][[6]](#footnote-6)

 OR

 means the period starting on the date of this agreement and ending on the date on which it is terminated in accordance with paragraph 3.1 hereof [[7]](#footnote-7) & [[8]](#footnote-8)

1. The Licensor hereby grants to the Licensee a non-exclusive licence to occupy the Premises for each Licence Session during the Term at and for the Licence Fee for the Licensed Use.
2. The Licensee agrees with the Licensor:
	1. Not to use the Premises in such a way as would cause any nuisance, disturbance or annoyance to the Licensor.
	2. Not to use the Premises for any of the Prohibited Uses, and only to use the Premises for the Licensed Use. The Licensee accepts that the decision of the Kirk Session as to whether any use is a Prohibited Use is final and binding. The Licensee shall ensure that the Licensed Use is allowed by the planning legislation and conforms with any other statutory provisions or licensing requirements in force. In particular, the Licensee shall make sure that all licences which it has to have for the Licensed Use are in place and shall show these to the Licensor, if requested. If additional rates are at any time levied on the Licensor with respect to the Premises due to the Licensee’s use of the Premises, the Licensee shall reimburse the Licensor for the additional amount.
	3. To keep the Premises in good order repair and condition and at the Licensee’s expense to make good to the satisfaction of the Licensor any damage caused to the premises by the Licensee or by any person who comes on to the Premises at the invitation of, or with the consent of, the Licensee.
	4. To clean and tidy the Premises after each Licence Session.
	5. To comply with all statutory requirements and any rules made by the Licensor concerning the use of the Premises generally.
	6. To make sure that all entrances to and exits from the Premises and all windows are left locked and secure when the Licensee leaves the Premises after each Licence Session.
	7. Not to damage any other property of the Licensor and at the Licensee’s expense to make good to the satisfaction of the Licensor any damage caused to such other property by the Licensee or by any person who comes on to the Premises at the invitation of, or with the consent of, the Licensee.
	8. To pay the Licence Fee to the Licensor within 7 days of the Licensor requesting in writing payment of the Licence Fee.
	9. Not to do anything on the Premises which would invalidate or make void the Licensor’s insurance policy for the Premises or which would cause any compensation payable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977, or any insurance monies, to be withheld either in whole or in part. In the event that the Building of which the Premises form part or any part thereof is damaged or destroyed by a risk against which the Licensor has insured or by an event for which compensation under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 is payable and any such insurance policy is invalidated or made void in whole or in part or otherwise prejudiced or the insurance monies under any insurances thus effected by the Licensor or any compensation payable in respect of such event as aforesaid are rendered irrecoverable in whole or in part by reason solely or in part of any act, neglect, default or omission of the Licensee, or by any person who comes on to the Premises at the invitation of, or with the consent of, the Licensee, then and in every such case forthwith on demand to pay to the Licensor a sum equal to the irrecoverable portion of such insurance or compensation monies.
	10. Not to alter the Premises in any way nor to make any addition to the Premises.
	11. That the Licensee is aware of the legislation relating to the safeguarding of children and young people applicable in the jurisdiction in which the Premises are situated. The Licensee shall at all times comply with the requirements of such legislation.

3.1 This Licence shall come to an end (without prejudice to the Licensor’s rights in respect of any breach of the covenants contained in Clause 2) either:

3.1.1 where the Licence is expressed to be for a fixed term, the end of the Term; or

3.1.2 where the Licence is not expressed to be for a fixed term, the end of one month from the date on which Licensor or the Licensee gives to the other written notice that it is bringing this Licence to an end; or

3.1.3 in any event,

3.1.3.1 if the Licensee does not keep to the agreements contained in Clause 2, or

3.1.3.2 if the Kirk Session in its absolute discretion consider it expedient in the interests of the Congregation so to do, immediately on the Licensor telling the Licensee that this Licence has come to an end.

3.2 The Licensee acknowledges that the Licensor may on some occasions need to use the Premises itself during a Licence Session. The Licensor can give notice to the Licensee, either verbally or in writing, not less than twenty-four hours before the beginning of a Licence Session, that it needs the Premises itself and requiring the Licensee not to use the Premises during a particular Licence Session. When that happens, the Licensee will not occupy the Premises during that Licence Session, and no Licence Fee shall be charged by the Licensor for that Licence Session.

1. The benefit of this Licence is only for the Licensee. The Licensee cannot transfer the benefit of this Licence to any other person.

5. The Licensor shall not be liable for:

(a) the death of or injury to any person in or about the Premises which occurs when the Licensee is using the Premises; or

(b) damage to or destruction of any property in the Premises which occurs when the Licensee is using the Premises; or

(c) any losses damages costs and expenses and other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by Clause 1 unless due to the negligence of the Licensor its servants agents or workmen. The Licensee shall indemnify and keep fully and effectually indemnified the Licensor against all the matters referred to in this Clause 5.

Dated

**SIGNED** by

on behalf of the Licensor

**SIGNED** by

on behalf of the Licensee

1. Set out the fee to be charged for each Licence Session. [↑](#footnote-ref-1)
2. Specify the date when the Licensee is to have access. [↑](#footnote-ref-2)
3. Specify the use for which the Licensee has asked to use the premises.

4 e.g. the “Church Hall”, “Minor Hall” etc. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. The term will be the period for which the Licence lasts. [↑](#footnote-ref-5)
6. If the Congregation and the Licensee agree at the start that the Licence is only to last for a fixed period, the date to be inserted will be the last day of that period. [↑](#footnote-ref-6)
7. If the Licence is intended to go on for as long as the Licensee wants to use the Premises and the Congregation is prepared to let it use the Premises, the Licence can continue until it is brought to an end by written notice under clause 3.1. Where that is the case the Congregation should review the Licence annually to ensure that the Licence fee remains. appropriate. [↑](#footnote-ref-7)
8. Please delete which of these is not applicable.
 [↑](#footnote-ref-8)