

STANDARD FORM OF PRE-SCHOOL GROUP LICENCE – EXPLANATORY NOTES

In all cases of regular part-time lettings a Licence Agreement should be entered into between the Managing Trustees and the Pre-school group user, unless the Pre-school group is wholly under the control of the Managing Trustees, in which case no agreement is required. Where the attached form is followed, the approval of the Connexional Team under SO 931(3) is deemed to be given.

The Trustees for Methodist Church Purposes should always be consulted, as the representative of the Connexional Team, before any of the provisions in the attached form are omitted from any particular Licence Agreement, or any other alterations made.

Unless specific approval has been given by the Connexional Team no Licence Agreement should be entered into for longer than twelve months. All Licence Agreements should be renewed at least annually on the same or similar terms as appropriate.

Please note that the Trustees for Methodist Church Purposes are not able to provide legal advice to Managing Trustees, nor are they able to comment on the suitability of this form of Licence for the particular needs of Managing Trustees.

You should always consult a suitably qualified advocate if you have any doubts or concerns about the legal consequences of any agreement, including this Licence, or if you have any questions about the applicability of this form of Licence Agreement to the particular circumstances of your Church or Circuit.

August 2012 – NB. Minor changes have been made to clauses 5.8, 6 and 7.1. The changes are not substantive in nature and do not alter the meaning of any of the provisions within the Licence.

This **Agreement** is made the [] day of [] 20[] between [AB] *[full name of first authorised Managing Trustee]* and [CD] *[full name of second authorised Managing Trustee]* for themselves and others the members (or such of the members as have attained full age) of *[complete]* METHODIST CHURCH COUNCIL/CIRCUIT MEETING care of *[address]* which expression shall include their successors from time to time ascertained in accordance with the provisions of Part II of Schedule 2 to the Methodist Church Act 1976 which was extended to the Isle of Man by The Methodist Church Act 1976 (Isle of Man) Order 1982 (S.I. 1982 No. 1670) ("the Managing Trustees") and [EF] and [GH] *[name of individual(s)]* of *[address(es)]* the Officers of the *[name]**[Pre-School Group]**[Play Group]* ("the Group")

- 1 In consideration of the payment of the Licence Fee by the Group the Managing Trustees permit the Group to share the use of *[a precise description of the rooms available for use by the Group should be included here]* ("the Premises") with the Managing Trustees upon the terms of this Agreement.
- 2 The Group shall pay to the Managing Trustees the sum of £[] on the 1st day of each month in advance without set off or deduction ("the Licence Fee").
- 3
 - 3.1 The Group is permitted to use the Premises between the hours of [] am/pm and [] am/pm on *[days]* each week during school terms (except Bank Holidays and Good Friday or otherwise at the Managing Trustees' absolute discretion) from the [] day of [] 20[] until the [] day of [] 20[] unless this Agreement is terminated sooner in accordance with its terms.
 - 3.2 The Premises shall only be used by the Group for the purposes of a *[Pre-School Group]**[Play Group]* for children of pre-school age and for no other purpose.
 - 3.3 The Group is permitted to use the furniture and equipment listed in the First Schedule. The Group shall repair and replace any furniture and equipment damaged during any period of the Group's use of the Premises.

4 The Managing Trustees agree:

4.1 to pay all water rates/charges assessed and all charges for gas and electricity supplied to the Building of which the Premises form part and to be responsible for heating and lighting the Premises unless the Premises are separately metered in which case the Group shall be responsible for such payments and shall indemnify the Managing Trustees against all such liability.

5 The Group agrees:

5.1 not to do anything to injure the reputation of the Premises or offend against any statute or any of the regulations of any Local or Public Authority in any way.

5.2 not to damage the Premises or the fixtures and furniture therein and to indemnify the Managing Trustees against the cost of all repairs made necessary by the activities of the Group or their invitees.

5.3 to leave the Premises in a clean and tidy condition after each session of use

5.4 Not to allow betting or gambling in any form (save that the holding of a raffle for fundraising purposes is allowable) nor use the Premises for the supply, sale, or consumption of alcoholic beverages nor for any other purposes contrary to the Standing Orders of the Methodist Conference.

5.5 not to do any act or thing in or upon the Premises which shall invalidate the insurance policy effected by the Managing Trustees on the Building of which the Premises form part.

5.6 to keep the Managing Trustees indemnified from and against all liability they may suffer in respect of claims for damage or loss which may be suffered by any person by reason of or arising directly or indirectly out of the use of the Premises for the purposes hereby authorised.

- 5.7 to effect or cause to be effected and to maintain Public Liability Insurance with a reputable insurance office in the minimum sum of Three Million Pounds (£3,000,000) in respect of claims arising from any one incident and to produce to the Managing Trustees evidence of such arrangements where reasonably required to do so.
- 5.8 if so required, to pay the Managing Trustees' legal and other professional costs and disbursements in connection with the negotiations for and preparation of this Agreement and any fees payable in connection with any application for planning permission.
- 5.9 to register the Group with all appropriate statutory bodies and to comply with all regulations and in addition to obtain and comply with any necessary planning control requirements and consents, by-law consents, and other consents or permissions necessary from the National and Local Government Authorities as may be needed for the conduct of the Group on the Premises.
- 6 The Group confirms that the Group is familiar with the Isle of Man Safeguarding Children Board 2012 - 2013 "Child Protection Training Programme 2010 – 2011" has an understanding of it, and undertakes to follow the said code of practice and the safeguarding children and young people policy of the Methodist Church in relation to work with children and young people under the age of sixteen years.
- 7.1 The Managing Trustees shall be entitled to terminate this Agreement with immediate effect by serving the Group with notice in writing in the event that:
- 7.1.1 the Group does not pay the Licence Fee within ten days of the date on which it is due to be paid (whether demanded or not); or
 - 7.1.2 the Group becomes insolvent or subject to insolvency proceedings; or
 - 7.1.3 the Group is otherwise in material breach of the terms of this Agreement.

7.2 In the event that this Agreement is terminated under Clause 7.1 the Group shall remain responsible for all outstanding obligations the Group may have, including the payment of the Licence Fee for the remainder of the period for which this Agreement would have lasted.

7.3 When this Agreement ends the Group is required to vacate the Premises immediately. Any property left at the Premises will be disposed of and any costs of disposal will be borne by the Group. The Managing Trustees will not owe the Group any responsibility for the Group's property or the proceeds arising from any sale.

8 8.1 This Agreement does not give the Group any estate, right or interest in the Premises (or in any other part of the Building) except and in so far as it is necessary for the exercise of the rights expressly conferred on the Group by this Agreement.

8.2 This Agreement is personal to the Group and shall not be capable of being assigned, shared or otherwise disposed of and the Group shall not grant or attempt to grant any rights in it.

8.3 The terms of this Agreement constitute the entire agreement between the parties and the parties acknowledge that they are not entering into this agreement in reliance on any representation warranty or undertaking which is not contained or referred to in this agreement.

8.4 This Agreement shall be construed in accordance with the laws of the Isle of Man and the parties irrevocably submit to the exclusive jurisdiction of the courts of the Isle of Man.

FIRST SCHEDULE

(items of furniture and equipment available for use by the Group)

SIGNED by
(Managing Trustee)

SIGNED by
(Managing Trustee)

SIGNED by
(Group)