

STANDARD FORM OF LICENCE – EXPLANATORY NOTES

In all cases of regular part-time lettings a Licence Agreement should be entered into between the Managing Trustees and the user. Where the attached form is followed, the approval of the Connexional Team under SO 931(3) is deemed to be given.

The Methodist Property Office 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.

A separate standard form is available for where the user is a Play-Group or Pre-School group.

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 agreement to the particular circumstances of your Church or Circuit.

August 2012

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 [name of individual(s)] of [address(es)] ("the Licensee") .

1. In consideration of the payment of the Licence Fee by the Licensee the Managing Trustees permit the Licensee to share the use of [*a precise description of the rooms available for use by the Licensee should be included here*] ("the Premises") with the Managing Trustees upon the terms of this Agreement.

2. The Licensee 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").

3.1 The Licensee is permitted to use the Premises between the hours of [] am/pm and [] am/pm on [days] each week (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 Licensee for the purposes of [*the use must be accurately and specifically stated*].

3.3 The Licensee is permitted to use the furniture and equipment listed in the First Schedule. The Licensee shall repair and replace any furniture and equipment damaged during any period of the Licensee'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 Licensees shall be responsible for such payments and shall indemnify the Managing Trustees against all such liability.

5. The Licensee 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 Licensees 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 against all liability 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 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 5.6 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.

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 Licence and any fees payable in connection with any application for planning permission.

[5.9 *Managing Trustees may wish to include additional provisions in this Clause to meet particular circumstances. In all cases consultation with the Methodist Property Office is required*]

6. The Licensee confirms that the Licensee is familiar with the Isle of Man Safeguarding Children Board code of practice "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 Licensee with notice in writing in the event that:

7.1.1 The Licensee does not pay the Licence Fee within 10 days of the date on which it is due to be paid (whether demanded or not); or

7.1.2 The Licensee becomes insolvent or subject to insolvency proceedings; or

7.1.3 The Licensee is otherwise in material breach of the terms of this Agreement.

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

7.3 When the agreement ends the Licensee 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 Licensee. The Managing Trustees will not owe the Licensee any responsibility for the Licensee's property or the proceeds arising from any

sale.

8.1 This agreement does not give the Licensee 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 Licensee by this agreement.

8.2 This agreement is personal to the Licensee and shall not be capable of being assigned, shared or otherwise disposed of and the Licensee 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 Licensee)

SIGNED by
(Managing Trustee)

SIGNED by
(Managing Trustee)

SIGNED by
(Licensee)

