

Appendix A

Sessional licence to hire parish premises

AN AGREEMENT made the _____ day of _____ 20.....

1 PARTICULARS

In this Agreement the following expressions shall have the following meaning:

1.1 THE LICENSOR Portsmouth Roman Catholic Diocesan Trustees Registered, by its signatory authorised for this purpose:

..... Parish Priest
..... (Address)
.....
.....

1.2 THE LICENSEE of
..... (Address)
.....
.....

1.3 THE PREMISES describe exactly)
..... (eg the Church)
..... (Hall at)
..... (If part only)
..... (specify clearly)
..... (which part)

1.4 DESIGNATED HOURS am to pm
FOR EACH SESSION

1.5 DESIGNATED DAYS (eg Monday, Tuesday,
..... or Friday or Monday
..... to Friday inclusive)

1.6 DURATION OF THE LICENCE Weeks/Months (if
 indefinite and
 terminable by notice
 see termination
 Clause 5.1.3)

1.7 LICENCE FEE £.....per session or such an amount as
 Licensor may determine from time
 to time in his absolute discretion on
days notice to the Licensee.

2 LICENCE

2.1 Subject to the terms of this Licence the Licensor gives the Licensee the right (in common with the Licensor and all others authorised by the Licensor) to use the Premises during the duration of the Licence on the designated days and between the hours for the purpose of (purpose to be closely specified; if detailed, put "*as detailed at appendix A*" and append full details on a separate sheet marked Appendix A).).

2.2 The Licensee shall not be entitled to use the Premises on a designated day if it is a holy day or in other circumstances when the Premises are needed for use by the parish and the Licensee has received not less than thirty days' written notice of the parish's requirement from the Licensor.

3 LICENSEE'S AGREEMENTS AND UNDERTAKINGS

The Licensee personally agrees and undertakes:

- 3.1 To pay the Licence Fee in advance on (here specify times of payment)
- 3.2 To use the Premises only for the purposes set out in Clause 2.
- 3.3 Not to bring any furniture equipment goods or chattels onto the Premises without the consent of the Licensor.
- 3.4 To ensure that any appliances or equipment brought on to the Premises and used there shall be in safe and good working order and used in a safe manner.
- 3.5 To keep and leave the Premises and their contents undamaged unaltered clean tidy and free of rubbish.
- 3.6 Not to use the Premises in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to adjoining or

neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property or to users of nearby roads or paths.

- 3.7 Not to allow the consumption of alcohol on the Premises without the written permission of the Licensor.
- 3.8 Not to do any act, matter or thing which would or might constitute a breach of any terms of any Act of Parliament, Order, Regulation, Bye-Law, Rule, Licence or Registration requirement affecting the Premises or their use for the agreed purposes or which might vitiate in whole or in part any insurance effected in respect of the Premises from time to time and to use all due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the premises or any property therein.
- 3.9 To repair and make good at its own expense any damage caused to the Premises or any Parish Property by the Licensee or any of its invitees employees or agents
- 3.10 To maintain a policy of insurance to ensure that both the Licensee and the Licensor are covered in respect of any public liability, any liability to employees and any damage to equipment or contents on the Premises or any other matters relating to the Use Allowed. The minimum cover for death or injury shall be £5,000,000 for any one incident.
- 3.11 To indemnify the Licensor and keep the Licensor indemnified against all losses claims demands actions proceedings costs or expenses or other liability arising in any way from this Licence or any breach of any of the Licensee's undertakings contained in this clause or the exercise or purported exercise of any of the rights given in this Licence.
- 3.12 To observe such reasonable rules and regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Premises.
- 3.13 Not to impede in any way the Licensor or his servants or agents in the exercise of the Licensor's rights of possession and control of the Premises and every part of the Premises.

4 GENERAL

- 4.1 The Licensor shall not be responsible to the Licensee or to anyone at the Premises or the Parish Property expressly or by implication with the Licensee's authority for any accident happening or injury suffered (except for death or personal injury caused by the Licensor's negligence) or for any damage to or loss of any chattels sustained in the Premises or the Parish Property
- 4.2 Nothing in this Licence shall imply or warrant that the Premises may lawfully be used for the purposes referred to in this Licence under the Town & Country Planning legislation

- 4.3 The benefit of this Licence is personal to the Licensee and not assignable and the rights given in Clause 2 may only be exercised by the Licensee and its employees and customers.
- 4.4 The Licensor gives no warranty that the Premises are legally or physically fit for the purposes specified in Clause 2.
- 4.5 The Licensor shall not be liable for the death of or injury to or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any person referred to in clause 4.1 in the exercise of the rights granted by Clause 2.
- 4.6 It is agreed that the Licensee shall not at any time during the continuation of this Licence and the sessions the subject of it be entitled to exclusive possession of the Premises, that the Licensee shall have no security of tenure and that the provisions of the Landlord and Tenant Act 1954 shall not apply.

5 TERMINATION

- 5.1 The rights granted in Clause 2 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in Clause 3):
 - 5.1.1 immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in Clause 3 or any action of the Licensee in breach of Clause 4.3
 - 5.1.2 immediately on notice by the Licensee or the Licensor at any time that the Premises cease to be legally or physically fit for the purposes specified in Clause 2
 - 5.1.3 if the Licence is not for a fixed period then on not less than weeks/months notice given by the Licensor or Licensee to the other party to expire on

AS WITNESS the hands of the Parties on the above date

Licensor

Licensee