

Appendix B

One-off 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 DAY AND TIME FOR HIRING(day)(month)(year)
..... am to pm

1.5 LICENCE FEE £.....

2. LICENCE

Subject to Clause 2 and 4 the Licensor gives to the Licensee the right (in common with the Licensor and all others authorised by the Licensor) to use the Premises during the day and hours detailed above 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).

3. LICENSEE'S AGREEMENTS AND UNDERTAKINGS

The Licensee personally agrees and undertakes:

- 3.1 To pay the Licence Fee in advance on(here specify date of payment, which must be before the start of the hiring)
- 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 a 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, By-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 or damage to the Premises or any property therein.
- 3.9 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 Clause 2.

- 3.10 To observe such reasonable rules and regulations as the Licensor may make and which the Licensor shall notify to the Licensee before the start of the hiring governing the Licensee's use of the Premises.
- 3.11 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 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 invitees.
- 4.2 The Licensor gives no warranty that the Premises are legally or physically fit for the purposes specified in Clause 2.
- 4.3 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 in the Licensee or any person referred to in Clause 4.1 in the exercise of the rights granted by Clause 2.
- 4.4 It is agreed that the Licensee shall not at any time during the continuation of this Licence 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 of the Licensee of its undertakings contained in Clause 3
 - 5.1.2 immediately on notice by the Licensee at any time (whether before the start of the hiring or during the hiring) that in the opinion of the Licensee the Premises cease to be legally or physically fit for the purposes specified in Clause 2

and the Licensor is under no obligation to provide suitable alternative premises or make any contribution to the costs of such premises.

AS WITNESS the hands of the Parties on the above date.

.....LICENSOR

.....LICENSEE