

2 LICENCE

2.1 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 duration of the licence on the designated days and between the designated 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)

3 LICENSEE’S AGREEMENTS AND UNDERTAKINGS

The Licensee personally agrees and undertakes:

3.1 To pay the Licence Fee in advance on (specify times of payment)

3.2 To use the premises only for the purpose set out in Clause 2.

3.3 To make good any damage caused to the Premises by the Licensee or its employees or visitors.

3.4 Not to bring any furniture equipment goods or chattels onto the premises without the consent of the Licensor. All furniture equipment brought onto the premises must be removed at the end of the period of hire.

3.5 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. The use of amplification equipment is permitted but the Licensee is expected not to create excessive noise and to ensure that the volume of noise does not inconvenience other users in adjoining rooms. An electrical certificate (part 2) may be asked for plus the use of circuit breakers must be used.

3.6 To keep and leave the Premises and their contents undamaged, unaltered, clean, tidy and all rubbish must be removed at the end of the period of hire.

3.7 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 properties or to users of nearby roads or paths.

3.8 Not to allow the consumption of alcohol on the premises without the permission of the Licensor.

3.9 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 all doing all things reasonably practicable to avoid or diminish any loss or damage to the Premises or any property therein.

- 3.10 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 Licensee's undertakings contained in this clause or the exercise or purported exercise of any rights given in Clause 2.
- 3.11 To observe such reasonable rules and regulations as the Licensor may make and which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Premises.
- 3.12 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.
- 3.13 The Premises will be totally vacated for locking no later than 12.00am.
- 3.14 The Licensor reserve the right to refuse, cancel or vary the terms of lettings without giving a reason.
- 3.15 Any booking is considered provisional until such time as the deposit is received
- 3.16 If a deposit is not received within 7 days of invoice, should an enquiry come in for the same day/time the provisional hire will be offered for booking.
- 3.17 The Premises will not be available for 18th or 21st parties.
- 3.18 The Premises will not usually be hired to persons under the age of 21 but, Church/parish related events will be considered.
- 3.19 Except with prior consent no nails or fastenings shall be driven or put into the walls, floor, furniture of the Premises either inside or out.
- 3.20 Placards, posters or notices may not be displayed except on the day of hire.
- 3.21 The Premises committee may give 28 days' notice in writing to terminate a regular booking.
- 3.22 The Premises committee may give 28 days' notice in writing of increase in charges.
- 3.23 The right of entry to the Premises is reserved to the Premises committee at all times.

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 employees and customers.
- 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, damage, 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.
- 4.4 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 and control of the Premises shall remain with the Licensor 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 that in the opinion of the Licensee 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 _____

6 NOTICES

All notices given by either party pursuant to the provisions of this agreement must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, or sent by fax provided that a confirmation copy is delivered by hand or sent by registered post or recorded delivery on the same day, to the other party at his last known address.

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

Signed by or on behalf of the LICENSOR

Signed by or on behalf of the LICENSEE