

St Martins United Reformed Church

Longridge Avenue, Saltdean, Brighton, BN2 8LR

License to Occupy on Short Term Basis

A Licence to Occupy agreement made on ____ / ____ / ____ between The Elders of St Martins United Reformed Church (the 'licensor') and _____ (the 'licensee') whereby it is agreed as follows:-

1. The licensee shall have the use of the hall or lounge including the kitchen at St Martins URC, Saltdean commencing on: ____ / ____ / ____ between the designated hours of ____:____ and ____:____ each week. This should include time for preparation and clearing the premises after use.
2. The bookings are required by the licensee for ____ people for the purpose of: _____
3. For repeat bookings the licensee shall pay a licence fee of £____.00 for each period of use payable monthly. The first payment being due on the signing of this agreement and thereafter monthly on the **last** day of each month until the date on which this licence is determined in accordance with clause 4.
4. Method of payment:
 - Cheque, made payable to St Martins Church.
 - Bank Credit Transfer – transfer details will be sent via email.
5. All bookings made will be provisional until the Licence to Occupy Agreement is completed and signed and a cheque (made payable to St Martins URC) or cash is received to secure the booking.
6. This licence supersedes any previous agreement made between the parties or their predecessors and will terminate at the end of one year from the commencement date.

7. Declaration:

I have read, understood and agreed to the 'License to Occupy on Short Term Basis' document and 'Conditions of Hire' enclosed.

Signed by the licensee _____ Contact number _____

Address _____

Email _____

Please print and post (with your cheque if applicable) to: Bookings Secretary, 89 Cissbury Crescent, Saltdean, Brighton BN2 8RH.

1. Signed by _____ Church Elder

2. Signed by _____ Church Elder

AUTHORISED ELDERS for and on behalf of St Martins United Reformed Church

St Martins URC, Saltdean

License to Occupy on Short Term Basis

1. Agreed Terms

The following definitions and rules of interpretation apply in this license.

Definitions:

- a) **Building:** all land and buildings known as St Martins URC or such reduced or extended area as the Licensor may from time to time designate as comprising the Building.
- b) **Common Parts:** such paths, driveways, entrance halls, corridors, gardens and other means of access in or upon the building the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the Licensor.
- c) **Competent Authority:** any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.
- d) **Necessary Consents:** all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.
- e) **Property:** the land and buildings at St Martins URC Longridge Avenue Saltdean Brighton which shall include all fixtures and fittings and plant and machinery thereon.
- f) **Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
- g) **VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The Schedule forms part of this licence and shall have effect as if set out in full in the body of this licence. Any reference to this licence includes the Schedule.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A reference to **writing** or **written** excludes fax and e-mail.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.10 References to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.

- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- 1.13 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2 Licence to occupy

- 2.1 Subject to clause 3 and clause 4, the Licensor permits the Licensee to occupy the Property for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Property for the Permitted Use) together with the rights mentioned in the Schedule 1.
- 2.2 The Licensee acknowledges that:
- 2.2.1 the Licensee shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
 - 2.2.2 the Licensor retains control, possession and management of the Property and the Licensee has no right to exclude the Licensor from the Property;
 - 2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and
 - 2.2.4 without prejudice to its rights under clause 4, the Licensor shall be entitled at any time on giving not less than 2 weeks' notice to require the Licensee to transfer to an alternative space elsewhere within the Building and the Licensee shall comply with such requirement.

3 Licensee's obligations

- 3.1 The Licensee agrees and undertakes:
- 3.2 to pay:
 - 3.3 to the Licensor the Licence Fee payable without any deduction in advance on the last day of each month and proportionately for any period of less than a month the first such payment being for the period from and including the Licence Fee Commencement Date to the end of the month together with such VAT as may be payable on the Licence Fee; [and]
 - 3.4 not to use the Property other than for the Permitted Use;
 - 3.5 to effect insurance with a reputable insurance company against any third party public and occupier's liability risks in respect of the facilities run by the Licensee at the Property to include employer's liability insurance, legal expenses insurance contents and equipment insurance professional indemnity insurance and all other risks which would be insured against by a provider of premises for the Permitted Use acting prudently for a sum of not less than Five Million Pounds (£5,000,000.00) per claim or such other reasonable sum as may be required by the Licensor and without limit as to the total number of incidents covered;
 - 3.6 to comply with the terms of any Act of Parliament regulation licence or registration authorising or regulating the use of the Property for the Permitted Use and in particular to comply with all requirements relating to safeguarding children or vulnerable adults which may be applicable to the Licensee's use of the Property and on request from the Licensor, to provide a copy of the Licensee's safeguarding policies and confirmation that any persons carrying out regulated activities at the Property have been subject to the appropriate checks of the criminal record by the Disclosure and Barring Service (DBS), an enhanced DBS check or such other checks, as may be required by law from time to time.
 - 3.7 not to cause or permit to be caused any damage to:
 - 3.7.1 the Property, Building or any neighbouring property; or
 - 3.7.2 any property of the owners or occupiers of the Property, Building or any neighbouring property;
 - 3.8 not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;

- 3.9 not to apply for any planning permission in respect of the Property;
- 3.10 not to do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Licensor in respect of the Property and Building from time to time;
- 3.11 to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property;
- 3.12 to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts;
- 3.13 to leave the Property in a clean and tidy condition and to remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period;
- 3.14 to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - 3.14.1 this licence;
 - 3.14.2 any breach of the Licensee's undertakings contained in clause 3; and/or
 - 3.14.3 the exercise of any rights given in clause 2;
- 3.15 to pay to the Licensor interest on the Licence Fee or other payments at the rate of 4 per cent per annum above the base rate of Royal Bank of Scotland plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this licence within 1 months' of the due date (whether formally demanded or not).

4 Termination

- 4.1 This licence shall end on
 - 4.1.1 the expiry of any notice given by the Licensor to the Licensee at any time of breach of any of the Licensee's obligations contained in clause 3; and.
 - 4.1.2 the expiry of not less than one months' notice given by the Licensor to the Licensee or by the Licensee to the Licensor.
- 4.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

5 Notices

- 5.1 Any notice given under this licence shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:
 - 5.1.1 to the Licensor at St Martins United Reformed Church, 89 Cissbury Crescent, Saltdean Brighton and
 - 5.1.2 to the Licensee name and address as written on page 1or as otherwise specified by the relevant party by notice in writing to each other party.
- 5.2 Any notice given in accordance with clause 5.1 will be deemed to have been received:
 - 5.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - 5.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- 5.3 A notice given under this licence shall not be validly given if sent by e-mail.

5.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6 No warranties for use or condition

6.1 The Licensor gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.

6.2 The Licensor gives no warranty that the Property is physically fit for the purposes specified in clause 2.

6.3 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 6.1 or clause 6.2.

6.4 Nothing in this clause shall limit or exclude any liability for fraud.

7 Limitation of Licensor's liability

7.1 Subject to clause 7.2, the Licensor is not liable for:

7.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Property; or

7.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Property; or

7.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Licensee or the Licensee's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.

7.2 Nothing in clause 7.1 shall limit or exclude the Licensor's liability for:

7.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

7.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8 Third party rights

8.1 A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

9 Governing law

9.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10 Jurisdiction

10.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Schedule 1 Rights granted to Licensee

- 1 The right for the Licensee to use during the Designated Hours:
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Property as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 Such toilet facilities and kitchen facilities within the Building as the Licensor shall from time to time designate

St Martins URC, Saltdean

General Conditions of Hire

1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of St Martins URC, Saltdean. The premises include St Martins URC building, the Hall, Lounge and Harvest Room which form part of those premises (“the premises”). This Policy document takes into account consideration of The Equality Act 2010.
- 1.2 A Premises Hiring Agreement, which forms part of this Policy document, must be completed and signed in respect of every booking of the premises. The person signing the Premises Hiring Agreement shall be known as “the Licensee” and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document. The Licensee must be a responsible adult over the age of 25.

2. Primary Intent

- 2.1 St Martins URC and Rooms of St Martins are important community buildings. St Martins URC trustees have the responsibility for maintaining them for use and enjoyment by future generations.
- 2.2 The premises are primarily to be used for the hosting and promoting of Church activities.
- 2.3 A secondary function of the premises is to act as a resource to the wider Church, other Christian organisations and the community of Saltdean and surrounding areas, through Church activities, Church sponsored activities and suitable community activities which help to build bridges between St Martins URC and the local community.

3. Letting Restrictions

- 3.1 Our attitude towards an application for the use of our premises will be a positive one. We will seek to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to St Martins URC’s regular activities. St Martin’s may request references from a new user before agreeing a booking.
- 3.2 We will not, however, accept bookings for activities which are in conflict with the Christian gospel and St Martins URC’s Vision Statement; which will prevent our regular activities from functioning in full or which promote any political party or opinion. St Martins URC reserves the **right to refuse requests** for hire by groups or for activities which, in the opinion of St Martins URC, are either contrary to the purposes and beliefs of St Martins URC, or where St Martins URC considers that such use or activities may cause offence, on grounds of their religion or belief. No acts of worship, other than Christian worship, are permitted on the premises.
- 3.3 Lettings will not interfere unduly with Church life. They will not normally be accepted if the premises are already booked for a Church event.
- 3.4 We will not normally hire out the premises for any parties which will involve large groups of teenagers or young adults between the ages of 14 – 21.
- 3.5 Out of respect to other users and our neighbours surrounding the premises, we expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create an unacceptable level of **noise or other nuisance** to neighbours, e.g. where a live band is involved.
- 3.6 All events are to **finish and be empty by 11pm**. The premises will not be available to the Licensee before or after the beginning of the booking time
- 3.7 No displaying of signboards, advertisements, flags, banners , posters or notices at the property or elsewhere in the building without prior consent from St Martins URC.

4. Charges

- 4.1 Our standard rate fees apply for the use of the premises by external organisations; however, charges may be waived or reduced in exceptional circumstances and at the discretion of St Martins URC.
- 4.2 Charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of Charges levied and Conditions relating to the Charges forms part of the Premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis.
- 4.3 If the Licensee wishes to cancel the booking, St Martins URC will refund any fees paid if the licensee gives no less than 1 months' notice. St Martins URC shall be under no obligation to refund fees at short notice (less than 1 months') without reasonable cause. St Martins URC reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a reason being stated. In the event of St Martins URC cancelling the booking, all fees/deposits paid by the Licensee shall be refunded. Any cancellation by the Licensee must be made in writing to the Lettings Secretary. If more than 1 months' notice is given, there is no cancellation fee. If less than 1 months' notice is given, the Licensee shall forfeit 30% of the hire fee.

5. Access and Security

- 5.1 St Martin's does not employ a full-time caretaker; therefore the Licensee is responsible for all setting up and putting away of any equipment used.
- 5.2 Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking.
- 5.3 If a key is provided, then this must be safeguarded at all times and returned to the Lettings Secretary at the address in the Hire Agreement at the end of the letting period or as soon as is reasonably possible. The keys shall not be copied nor given or lent to any third party. If keys are provided, it is the Licensee's responsibility to ensure that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) at the end of the letting period.
- 5.4 The right is reserved for a representative of St Martins URC to enter any part of the building at any time.

6. Health and Safety

- 6.1 Whilst St Martin's will take steps to ensure the premises are safe to use, it is the responsibility of the Licensee to ensure the safe conduct of their activity during the period of hire, including the presence of a suitably qualified First Aider if necessary. The First Aid box is located to the left of the hall kitchen serving hatch. Licensees are required to record all accidents, illnesses or near misses in the incidents book. This includes any incidents involving visitors. Although all incidents should be recorded, the extent to which they are recorded, investigated and reported on will depend on the actual or potential impact of the incident. The Incidents Book and the First Aid Box are situated to the left of the serving counter of the hall kitchen.
- 6.2 The premises shall be **left in a clean and tidy state. All rubbish including domestic waste must removed from the site** .
- 6.3 All entrances and exits must be kept clear at all times.
- 6.4 The Licensee will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.
- 6.5 There are no public telephones in the premises; therefore the Licensee must ensure that he/she has access to a mobile telephone in case of emergencies.
- 6.6 It is the responsibility of the licensee to ensure portable electrical appliances or devices such as musical equipment brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request. Bouncy castles must be PIPA-accredited and checked by the licensee.
- 6.7 All maintenance faults and issues (ie with heating, lighting, toilets, electrics, window fittings, doors, shelving etc.) are to be reported to St Martins URC management team by email to: management-team@stmartins-urc.org.uk.

6.8 The Licensee is not permitted to bring in supplementary heating appliances.

7. General

- 7.1 A strict **No Smoking Policy** applies to all rooms (including toilets) in all the premises
- 7.2 Alcohol cannot be sold in the building. The Licensee is not permitted to apply for Occasional Licenses for the sale of intoxicating liquor in the building.
- 7.3 Any advertising material must be submitted to the Lettings Secretary for approval by St Martins URC. All such material must clearly display the name of the person or organisation responsible for the event.
- 7.4 Only guide dogs are permitted inside the building.
- 7.5 No adhesive or fixing material may be used which may damage the fabric of the premises. The Licensee must not make any alteration to the premises or decorations or affix anything to the walls or arrange for any maintenance or any repairs to the premises, structures or fittings without the prior consent of St Martins URC
- 7.6 Chewing gum is not allowed on the premises.

9. Responsibilities

- 9.1 St Martins URC will be responsible for providing facilities as agreed in good working order throughout the letting period.
- 9.2 The Licensee will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
- 9.3 The Licensee shall ensure that there is a responsible adult or adults present and able to supervise at all times during the letting. During the period of hire, the Licensee is responsible for the orderly behaviour of guests/members on the premises.
- 9.4 The Licensee must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Licensees may re-arrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting.
- 9.5 The Licensee agrees to indemnify St Martins against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.
- 9.6 Reasonable use of the lighting is included in the licence fee. The licensee agrees to use the lighting and water heating economically and if there is excess usage to pay any additional sum which St Martins URC may consider reasonable. Heating controls etc. must not be interfered with.

10. Kitchen Use/ Refreshments

- 10.1 Kitchens may be used for the preparation of Tea/Coffee and refreshments. It will be the responsibility of the Licensee to provide the refreshment materials unless agreed otherwise in the Licence to Occupy Agreement. It is the responsibility of the Licensee to ensure that any persons using the kitchens are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting. Any breakages must be reported immediately and will be subject to an additional charge.

11. Insurance

- 11.1 It is the responsibility of the Licensee to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effective by St Martins URC does not extend to a Licensee's liabilities. St Martins accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.

12. Legal Requirements

- 12.1 The Licensee must comply with any legal requirement concerning music, singing and dancing licenses, theatre licenses and copyright. The Licensee shall be fully responsible for obtaining any such licenses or any other permission required, always providing that no such application shall be made without the approval of St Martins URC.
- 12.2 Licensees must also have in mind the provisions of the Children's Act at any event involving children. Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.
- 12.3 The Licensee shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.
- 12.4 The licensee shall not leave any goods or apparatus in or on the premises.

13. Compliance

- 13.1 Failure by the Licensee to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by St Martins to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

14. Administration

- 14.1 Bookings of the premises will be administered by the Lettings Secretary. This includes the acceptance and declining of bookings in consultation with the Incumbent and members of the Standing Committee of St Martins URC if necessary. The Incumbent will act as final arbiter if required.