

LICENCE AGREEMENT including terms and conditions

Skelmersdale Ecumenical Centre CIO (the Centre)

On behalf of the Centre – The Centre Manager whose address for service is Skelmersdale Ecumenical Centre, Northway, Birch Green, Skelmersdale WN8 6LU.

The Hirer is

The agreement is signed on behalf of the Hirer whose address for service is

- A Premises to be hired # (the Premises)
- B Purpose of hire
- C Date(s)/Time(s) of hiring
- D Amount of Hire Charge: Donation – £..... per hour/session.
- E Date(s) for payment – on or before every hire unless otherwise agreed with the Centre Manager
- F This licence agreement shall end on the

The Centre's Public Liability Insurance is for its liabilities only and does not extend to hirings. Hirers must ensure that they have current their own Public Liability Insurance. (Many clubs and organisations hold a policy which covers hiring of premises.)

The hirer must be compliant with their or the Centre's safeguarding policy, as the case may be, with the appropriate legislation and best practice in connection with vulnerable adults and children, their supervision and safety.

The hirer agrees to adhere to and be compliant with their Risk Assessments.

1. In consideration of the Hire Charges described in D above the Hirer may use the Premises described in A above until the End Date described in F above for the Purpose described in B above during the Hire Period/s described in C above.

2. Payments

- 2.1 The Hirer shall make all payments to the Centre in the manner determined by the Centre Manager from time to time on the Date(s) for Payment described in E above
- 2.2 The Centre reserves the right to review and increase the Hire Charges.

3. Use of Premises

- 3.1 The Hirer agrees and acknowledges that this Agreement confers permission to access and use the Premises only for the Purpose during the Hire Periods and further agrees and acknowledges that no relationship of landlord and tenant between Centre and the Hirer or any other rights of occupation are created.
- 3.2 The Hirer shall ensure that not more than the maximum number of persons as may be agreed from time to time with the Centre shall be allowed in the Premises at any one time.
- 3.3 Where keys and access codes are issued to the Hirer, the Hirer agrees that:
 - 3.3.1 the keys remain the property of the Centre ;
 - 3.3.2 the keys are for the nominated keyholders only and are not to be copied or passed to any other person, and;
 - 3.3.3 where an access code is provided to the Hirer the code must remain confidential and not be communicated to any other individual.
- 3.4 The Hirer agrees and acknowledges that the Centre gives no warranty that the Premises are legally or physically fit for the Purpose
- 3.5 The Hirer agrees and acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.
- 3.6 The Hirer or another authorised person of any group/organisation for whom he/she is acting shall be present throughout the Hire Periods and shall be responsible for the safe and efficient supervision of the Premises.
- 3.7 The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Centre Manager.

- 3.8 The Centre reserves the right to enter the Premises and remain on the Premises at any time during the Hire Periods.
- 3.9 Except for “one-off” hirings, the Centre reserves the right to cancel or rearrange any Hire Period if the Premises are required for the Centre’s own use and if a Hire Period is so cancelled will refund the Hire Charge for that Hire Period. This right will only be used if necessary and the Centre will give as much notice as is reasonably possible. The Centre shall not be liable for any loss or expense suffered by the Hirer by the exercise of this right.
- 3.10 The Hirer will not cause any nuisance or annoyance to the Centre other users of the Centre premises or to the owners or occupiers of any adjoining or neighbouring properties
- 3.11 The Hirer will not use the address of the Centre as its postal address for the purposes of correspondence or as part of its letterhead unless agreed by the Centre Manager in writing. The address of the Centre may be displayed on the Hirer’s website, blog, Facebook page or similar to enable clients/members etc to locate where events and activities are to take place
- 3.12 The Hirer will use all electricity and gas economically and if there is excess use will pay any additional sum that the Centre Manager may consider reasonable
- 3.13 The permission to use the Premises granted by this Agreement is personal to the Hirer and is not assignable

4. Compliance with rules and regulations

- 4.1 The Hirer must comply with any rules and regulations made by the Centre from time to time and notified to the Hirer either in writing or by email for the use of the Premises, including any shared areas or facilities which have been provided to the Hirer.
- 4.2 The Hirer is responsible for complying with all laws and regulations relating to their use of the Premises and for obtaining and paying for any consents, licences (unless a relevant licence is already held by the Centre) and permits (which for the avoidance of doubt includes any Performing Rights Society Licence and Temporary Event Notice) required to lawfully use the Premises for the Purpose. The Hirer must also obtain any particular licences required for public/theatrical performances involving music, singing and dancing, and if copyright material is used or performed, the permission of the owner of the copyright.
- 4.3 The Centre does not allow any smoking or vaping in the Premises or in any part of the building of the Centre
- 4.4 The Hirer will not consume or allow to be consumed any alcoholic beverages on any part of the Premises except to the extent agreed in advance and in writing by the Centre Manager.
- 4.5 The Hirer must not allow any pets and animals (except assistance animals) in the Premises or any part of the building of the Centre except to the extent agreed in advance and in writing by the Centre Manager.
- 4.6 The Hirer must not bring into the Premises or any part of the building of the Centre any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature.
- 4.7 The Hirer must not display any form of advertising at the Premises, except to the extent agreed in advance and in writing by the Centre Manager.

- 4.8 The Hirer will comply with their commitments/promises in their signed application to hire the premises.

5. Public Safety

- 5.1 The Hirer is responsible for the efficient supervision of the premises including effective control of all those present and the orderly and safe departure of persons from the premises in the case of an emergency evacuation.
- 5.2 The Hirer must abide by the Centre's Evacuation and Fire Emergency Plan.
- 5.3 The Hirer must not obstruct any means of exit from the Premises or from the building of the Centre.
- 5.4 The Hirer must observe all relevant food health and hygiene legislation.
- 5.5 The Hirer must ensure that any electrical appliances brought onto the Premises are safe, in good working order and used in a safe manner.
- 5.6 All accidents involving injury to members of the public must be recorded in the appropriate accident book and notified to the Centre Manager as soon as possible.

6 Repair, damage, insurance and indemnity

- 6.1 Where there is fault the Hirer is liable for any loss or damage to the Premises or any other part of the building of the Centre (including its electrical installations) and for any loss, theft of, or damage to any property on the Premises or on the remainder of the building (including any fittings or furnishings belonging to the owners or occupiers) in either case arising out of the hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.
- 6.2 Where there is fault the Hirer is liable for any loss, damage, injury or expense which may be suffered by or be done to or happen to any person, arising out of the hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.
- 6.3 The Hirer must not make any alteration in the decoration of the Premises and must ensure that no bolts, nails, screws, pins, spikes or other objects are driven into the fabric or furnishings of the Premises, and that no adhesive products are used on the walls of the Premises.
- 6.4 The Hirer must report to the Centre Manager any damage, howsoever caused or arising from their use of the Premises, or their breach of these Conditions, whether directly or indirectly in any manner whatsoever.
- 6.5 The Hirer shall indemnify the Centre Manager from and against any loss, damage or theft of any property, or any other demands, actions, proceedings, losses, damages, costs, expenses, claims and liability from any person, howsoever caused or arising from their use of the Premises, or their breach of these Conditions, whether directly or indirectly in any manner whatsoever.
- 6.6 The Hirer acknowledges that the Church's Public Liability Insurance does not extend to external hirings, that the Hirer is strongly advised to arrange their own Public Liability Insurance, and that the Centre reserves the right to insist that such insurance is arranged and a copy provided.
- 6.7 Any equipment used by the Hirer (which belongs to the Centre or the Hirer) must only be for the specific purpose that for which the equipment is designed.

7. End of each Hire Period

- 7.1 The Hirer must fully vacate the Premises at the end of each Hire Period by the time agreed
- 7.2 Any property brought into the Premises for any reason for any Hire Period or otherwise, must be removed at the end of each Hire Period. The Centre shall not be responsible for any property left behind in any event.
- 7.3 The Hirer must not store any property on the Premises or elsewhere on the remainder of the building of the Centre, except to the extent agreed in advance and in writing by the Centre Manager but the Centre will not be held responsible for any loss, damage, or injury to equipment which is stored at there. Where permission is granted, this is not intended to confer exclusive possession on the Hirer and no tenancy is intended to be created. The Centre reserves the right to withdraw the permission or to relocate stored property at any time and for any reason.
- 7.4 The Hirer must at the end of each Hire Period return any borrowed or hired items, equipment and furniture to their original location.
- 7.5 The Hirer must at the end of each Hire Period ensure that the Premises are left in a clean, orderly and smoke free state. The Hirer must remove and take away all their rubbish at the end of each Hire Period. Failure to clean the Premises and remove all rubbish arising from the hire may result in additional charge for cleaning.
- 7.6 The Hirer must at the end of each Hire Period ensure that all lights and appliances are turned off and that the Premises are left securely locked (which for the avoidance of doubt includes the locking of all doors and windows and ensuring, by checking all rooms, including the toilets that there is no-one on the Premises)

8 Termination of hiring agreement

- 8.1 The Centre may terminate this Agreement at any time on giving not less than 4 weeks' notice] (except in the event of emergency when less notice may be given) to the Hirer.
- 8.2 The Hirer may terminate this Agreement on giving not less than 4 weeks' notice to the Centre Manager
- 8.3 The Centre may terminate this Agreement with immediate effect:
 - 8.3.1 at any time in the event of any material breach of these Conditions
 - 8.3.2 at any time in the event that they are required to close the building of the Centre premises or any part thereof due to any advice, instructions, rules or orders issued by the government or other authority or their insurers,
- 8.4 The Centre may terminate this Agreement with immediate effect if in their opinion the hire :
 - 8.4.1 is not being properly conducted or does not respect the special status of the Premises, or
 - 8.4.2 interferes with or may interfere with the activities of the Centre or other hirers, or
 - 8.4.3 might compromise the ministry and mission of the Christian Church.
- 8.5 Service of such notice of termination is sufficient if it is in writing and delivered by hand, first class post or by email to the Hirer or to the Centre
- 8.6 This Agreement terminates on the End Date unless terminated earlier.

- 8.7 At the earliest opportunity following the end of this Agreement the Hirer must return any keys to the Premises and building of the Centre which have been issued. A written receipt for the keys must be obtained.
- 8.8 Termination of this Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Agreement which existed at or before the date of termination

9. Liability

Where the Hirer is more than one person any liability under these Standard Conditions and any Special Conditions shall be joint and several.

Signed and dated by the Hirer
or on behalf of the hirer

Countersigned on behalf of the Centre