

The Presbyterian Church in Ireland
Killead Congregation
LICENCE AGREEMENT
Terms and Conditions

Definitions

In this Licence document:

- “The Congregation”** means **Killead Presbyterian Church**
- “The Guidelines”** mean the “Guidelines for the Use of Church Premises” issued from time to time by the General Assembly of the Presbyterian Church in Ireland
- “The Kirk Session”** means the Kirk Session of the Congregation of Killead
- “The Donation Rate”** means a suggested donation to Killead Presbyterian Church, as set out in Appendix 2 of the Application Form, for each Licence Session
- “Licence Session”** means the period during which the Premises will be used by the Licensee
- “Licensed Use”** means the use to which the Premises will be put by the Licensee
- “The Licensor”** means the Congregational Committee of the Congregation
- “The Licensee”** means the individual or group requesting the use of Church Premises
- “The Premises”** means the specific building, room or other area of the Congregation
- “Prohibited Uses”** means
- (a) The sale and/or consumption of alcoholic liquor on the Premises
 - (b) The sale and/or use of any illegal or mind altering substance on the Premises
 - (c) The raising of money on the Premises by ballot, raffle, lottery, or any similar activity which involves any form of betting or gambling
 - (d) Any inappropriate secular use on a Sunday
 - (e) The holding of any meeting organised by a Political Party, for party political purposes
 - (f) The conduct of any ceremony of any nature for same-sex couples involved in either a civil partnership or civil same-sex marriage or the holding of any event to celebrate such civil partnership or civil same-sex marriage
 - (g) Any event or activity the purpose of which is advocating or promoting a course of action or belief system which is contrary to the doctrine and testimony of the Presbyterian Church in Ireland
 - (h) Any event or activity which is contrary to the Guidelines

1. The signing of the License Agreement shows that the Licensor hereby grants to the Licensee a non-exclusive licence to occupy the Premises for the Licence Session at and for the suggested donation rate for the Licensed Use.

2. The Licensee agrees with the Licensor:

- 2.1 Not to use the Premises in such a way as would cause any nuisance, disturbance or annoyance to the Licensor.
- 2.2 Not to use the Premises for any of the Prohibited Uses, and only to use the Premises for the Licensed Use. The Licensee accepts that the decision of the Kirk Session as to whether any use is a Prohibited Use is final and binding. The Licensee shall ensure that the Licensed Use is allowed by the planning legislation and conforms with any other statutory provisions or licensing requirements in force. In particular, the Licensee shall make sure that all licences which it has to have for the Licensed Use are in place and shall show these to the Licensor, if requested. If additional rates are at any time levied on the Licensor with respect to the Premises due to the Licensee's use of the Premises, e.g. as the result of a breakage caused by the Licensee, the Licensee shall reimburse the Licensor for the additional amount.
- 2.3 To keep the Premises in good order repair and condition and at the Licensee's expense to make good to the satisfaction of the Licensor any damage caused to the premises by the Licensee or by any person who comes on to the Premises at the invitation of, or with the consent of, the Licensee.
- 2.4 To ensure the Premises are left clean and tidy after the Licensed Session.
- 2.5 To comply with all statutory requirements and any rules made by the Licensor concerning the use of the Premises generally.
- 2.6 To ensure that all entrances to, and exits from, the Premises and all windows, are left locked and secure when the Licensee leaves the Premises after the Licensed Session.
- 2.7 Not to damage any other property of the Licensor and at the Licensee's expense to make good to the satisfaction of the Licensor any damage caused to such other property by the Licensee or by any person who comes on to the Premises at the invitation of, or with the consent of, the Licensee.
- 2.8 To pay the suggested donation rate to the Licensor within 7 days of the Licensor requesting the donation in writing.
- 2.9 Not to do anything on the Premises which would invalidate or make void the Licensor's insurance policy for the Premises. In the event that the building or any part of the Premises is damaged or destroyed by a risk against which the Licensor has insured

or

an event occurs for which compensation under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 is payable

and

the Licensor's Insurance Policy is invalidated or made void in whole, part or otherwise affected

or

the insurance monies or any compensation as mentioned above are rendered irrecoverable in whole or in part by reason solely or in part by any act, neglect, default or commission by the Licensee

or

by any person who comes on to the Premises at the invitation or consent of the Licensee.

Then

The Licensee will in every such case, pay to the Licensor, if demanded, the amount equal to the portion of monies which was irrecoverable from such insurance or compensation.

- 2.10 Not to alter the Premises in any way or to make any addition to the Premises.
- 2.11 That the Licensee is aware of the legislation relating to the safeguarding of children and young people applicable in the jurisdiction in which the Premises are situated. The Licensee shall at all times comply with the requirements of such legislation.
3. The Licensee acknowledges that notwithstanding this Licence, the Licensor may need to use the Premises during a Licensed Session e.g. in the event of a funeral tea requested by the family of the deceased. In that event the Licensor can by written notice addressed to the Licensee not later than twenty four hours before the Licence Session is due to take place, terminate this Licence. When that happens, the Licensee will not occupy the Premises during the Licensed Session, and no donation would be expected by the Licensor for that Licensed Session.
- 4 The benefit of this Licence is only for the Licensee. The Licensee cannot transfer the benefit of this Licence to any other person.
5. The Licensor shall not be liable for
 - (a) the death of or injury to any person in or about the Premises which occurs when the Licensee is using the Premises or
 - (b) damage to or destruction of any property in the Premises which occurs when the Licensee is using the Premises or
 - (c) any losses, damages, costs and expenses and other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by Clause 1, unless, due to the negligence of the Licensor its members, agents or workmen. The Licensee shall indemnify and keep fully and effectually indemnified, the Licensor, against all the matters referred to in this Clause 5.