**ARCHDIOCESE OF DUBLIN, FINANCE SECRETARIAT**

**Template Licence Agreement (Rooms in Parish Centre)**

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| **Date Created** | 10 June 2015 |
| **Last Updated** |  |

**WARNING**

No template can be definitive or cover all possible situations. Accordingly, when using this document:

* read it carefully to make sure it suits your circumstances and insert the details which are specific to your situation;
* check that it is up to date;
* read and understand any notes;
* raise and discuss any corrections, amendments or improvements with the Finance Secretariat;
* remember that our template documents are **confidential** and intended for use by the Diocese, its schools and parishes only. These templates **must not,** under any circumstances**,** be circulated externally; and
* remember that law and practice change over time, so always check the Diocesan website for updates and use the template on the website, rather than any previous document.

***Dated this day of 20***

**ST. LAURENCE O’TOOLE DIOCESAN TRUST Licensor**

**VERY REVEREND [●] Parish Priest**

**[●] Licensee**

**Licence Agreement**

**Relating to Part of St. [●] Parish Centre, [●]**

**LICENCE PARTICULARS**

|  |  |
| --- | --- |
| 1. **Date of Licence**
 |  day of 20 |
| 1. **Licensor**
 | St. Laurence O’Toole Diocesan Trust a company incorporated by guarantee with limited liability registered number 24430 and having its registered office at Archbishop’s House, Drumcondra, Dublin 9 |
| 1. **Parish Priest**
 | The person or persons to whom from time to time the Catholic Archbishop of Dublin entrusts the care of the parish in which the Parish Centre is located, whether the person is a Parish Priest, Administrator, Moderator, co-Parish Priest, Assistant Priest or otherwise currently Very Reverend [ ]  |
| 1. **Licensee**
 | [Name of Individual and home address] [●] [Company name, registered number and registered office] |
| 1. **Parish Centre**
 | St. [●]Parish Centre, [●] |
| 1. **The Licensed Space**
 | Those rooms and areas being part of the Parish Centre [shown on the map attached hereto] and each edged red as designated by the Licensor and/or the Parish Priest or such other rooms and areas as may from time to time be designated by the Licensor and/or the Parish Priest |
| 1. **The Activities**
 | Activities: Operating a [●]Days: [Monday to Friday inclusive]Times: [ daily] |
| 1. **Licence Period**
 | 12 months starting from the Commencement Date |
| 1. **Commencement Date**
 | The day of 20 |
| 1. **Licence Fee**
 | An annual Licence Fee of [€ [●] ] subject to the provision of clause 3 payable [in full on the Commencement Date/weekly/monthly in advance] |
| 1. **Permitted Time**
 | means the period during which St. [●] Parish Centre is open for general use and such other times as may be agreed by the Licensor and/or the Parish Priest from time to time |
| 1. **Insurance**
 | The Licensee has provided a copy of its insurance cover note in Appendix 2. |

**THIS LICENCE** ismade on the date stated in the Licence Particulars between the parties specified in the Licence Particulars.

**BACKGROUND**

1. The Licensor is the legal owner of the Parish Centre in trust for and on behalf of the parish within which the Parish Centre is located and the Parish Priest has the power to enter into this Licence on behalf of that parish.
2. The Licensor is willing to grant a licence at the request of the Parish Priest on the terms set out in this Licence to the Licensee as a bare licensee. The Licensor hereby authorises the Licensee to use the Licensed Space without becoming entitled to exclusive possession, the Licence being a personal privilege which does not confer any interest in land or buildings.
3. The Licensee has had the opportunity of taking legal advice before signing this Licence.
4. The Licensor, the Licensee and the Parish Priest are the “Parties” hereto.

**THE PARTIES AGREE**:-

1. **Grant of Licence**

 The Licensor at the request of the Parish Priest hereby licenses and authorises the Licensee to enter upon and use the Licensed Space as a bare licensee solely for the purpose of the Activities during the periods specified in the definition of the Activities PROVIDED ALWAYS that these are during the Permitted Time and SUBJECT to:

* 1. this Licence remaining in operation;
	2. compliance by the Licensee with the terms and conditions contained in this Licence; and
	3. in particular, but without prejudice to the generality of clause 1.2, the relocation and termination rights specified in this Licence.
1. **Location and Relocation**

 The location or area of the Licensed Space within the Parish Centre may be altered at any time either:

2.1 by prior agreement between the Parties; or

2.2 by the Parish Priest or the Licensor giving not less than thirty (30) days prior written notice ("the Notice Period") to the Licensee.

 If the Licensee does not agree to the new area or space as designated by the Parish Priest or the Licensor, then the Licensee may terminate this Licence by giving the Licensor not less than seven (7) days prior written notice expiring on or before the expiration of the Notice Period.

2.3 In the absence of any such notice of termination, the new area or space shall apply and this Agreement shall be read as if the new area or space was specified as the Licensed Space.

1. **Licence Fee**

3.1 The Licensee shall pay the Licence Fee as detailed in the Licence Particulars. The Licensor and the Parish Priest direct that the Licensee shall pay the Licence Fee to the Parish Priest. The Licensee acknowledges that either the Licensor or the Parish Priest may vary this instruction and may specify the method of payment from time to time.

3.2 The Licence Fee is exclusive of value added tax (“VAT”). If VAT is applicable the Licensee shall pay as an additional amount the VAT on production by the Parish Priest of a VAT invoice and shall indemnify the Licensor and the Parish Priest against any such VAT related liability or expense including but not limited to interest.

1. **Commencement and Duration**

4.1 This Agreement and the licence hereby created shall commence on the Commencement Date and shall terminate on the last day of the Licence Period at the end of the times specified in the definition of Activities.

4.2 If there is no new Licence Agreement, if the licence has not terminated under clause 2 or under clause 6.6 and if the Parish Priest is willing to allow the Activities to continue, in such circumstances, the terms of this Licence Agreement shall apply and the licence shall be terminable by one calendar month’s notice in writing to be given by (i) the Licensor or the Parish Priest to the Licensee or (ii) the Licensee to the Licensor or the Parish Priest, and in each case to expire on any day. The Licence Fee payable as detailed in the Licence Particulars will continue to apply and be payable pro rata.

4.3 If the Licensee and the Parish Priest wish to vary the duration, the amount of the Licence Fee or the Activities they may do so by letter, and if accepted by the Licensee then this Licence Agreement shall continue to apply as amended by such a letter. The provisions of clause 2 apply regarding any change to the Licensed Space.

4.4 If the Parties wish to change any other terms, a new Licence Agreement is needed and this Licence Agreement shall continue to apply until a new form of Licence Agreement is signed by all Parties.

1. **ObligationS of the Licensee**

 The Licensee **HEREBY ACKNOWLEDGES, AGREES AND UNDERTAKES** that it will:

* 1. use the Licensed Space solely for the Activities, keep the Licensed Space clean and tidy and free from rubbish and hazard while in use by the Licensee and pay for any damage thereto or expense of cleaning the same caused by or due to the use by the Licensee or its employees, servants, agents, licensee and invitees.

5.2 pay in advance the Licence Fee as specified in the Licence Particulars;

5.3 not impede or interfere with the Licensor’s and the Parish Priest’s rights of possession and right of control of the Parish Centre and in particular the Licensed Space;

5.4 not purport to deal with or purport to dispose of the rights and permissions hereby granted which the Licensee acknowledges are purely personal to the Licensee;

* 1. indemnify the Licensor and the Parish Priest against any claims whether personal or otherwise arising whether directly or indirectly out of the user or otherwise of the Licensed Space and access thereto by the Licensee, those attending the Activities, or any employee, servant agent, licensee or invitee of the Licensee. The Licensee shall effect public liability insurance cover in a sum of not less than €2.6 million/€6.5 million/€13 million for any one accident or incident. The Licensee shall furnish a letter from the reputable Insurance Company or an extract from the insurance policy in terms acceptable to the Licensor confirming an indemnity to the Licensor and the Parish Priest. The Licensee shall maintain such insurance cover for the duration of this Agreement and shall furnish details thereof to the Licensor or the Parish Priest or any agent when requested;
	2. to effect Employers Liability cover in respect of all employees of the Licensee using the Licensed Space and if providing advice or counselling to effect professional indemnity cover at such levels as the Licensor or Parish Priest may specify from time to time. The Licensee shall furnish details thereof to the Licensor or the Parish Priest or any agent when requested;
	3. not allow to be done any act or thing which is likely to be or become a nuisance, danger or annoyance to the Licensor, the Parish Priest, staff or occupiers or other users of the Parish Centre or the property of which the Licensed Space forms part or to any adjoining owners, occupiers or users;
	4. to co-operate fully with the Licensor and the Parish Priest, as well as all servants and agents, in their control and management of the Parish Centre;
	5. not use or permit to be used the Licensed Space or any part thereof for any purpose or activity which offends against the Catholic ethos of the Parish as determined by the Archbishop for the time being of the Roman Catholic Archdiocese of Dublin;
	6. to abide by and comply with the guidelines and regulations pertaining to the use of facilities in the Parish Centre and related matters such as access and security, as issued from time to time by either the Licensor or the Parish Priest;

* 1. without prejudice to the generality of the Licensee’s obligations under clause 5.10 and 5.12 to comply with all applicable child safeguarding and vulnerable adult safeguarding laws and guidelines issued from time to time by any Government Department or State agency. The Licensee acknowledges that it remains responsible for compliance with all such applicable laws and guidelines and that requests for information in that regard from the Parish Priest or the Licensor and the provision of such information shall not operate to pass on to or share such responsibility with, the Parish Priest or the Licensor;
	2. to abide by and comply with all statutory requirements in relation to the operation of the Activities by the Licensee in the Licensed Space. The Licensee shall obtain and comply (at its own expense) with all relevant statutory consents and requirements regarding the Activities including but not limited to fire, planning, building control, disabled access and health and safety legislation;
	3. to ensure that the Licensed Space is safe and that any employees, licensees, servants, agents and invitees of the Licensee who are providing or supervising any of the Activities are appropriately trained and familiar with the matters referred to in clauses 5.10 – 5.12;
	4. To indemnify and keep indemnified the Licensor and the Parish Priest from and against:

5.14.1 any claim which might be made against the Licensor and the Parish Priest by any employee or employees of the Licensee whether under the European Communities (Safeguarding of Employees Rights on Transfer of Undertakings) Regulations 1980 or otherwise, upon the expiration or termination for whatever reason of this Licence;

5.14.2 all actions, proceedings, costs, claims and demands occasioned by or arising out of any breach by the Licensee, its agents, employees, servants, licensees or invitees of any statutory or other regulatory provision, notice, bye-law, direction or order or any provision of this Licence;

* + 1. all claims, losses, damages, costs and expenses (to include legal costs and expenses) which the Licensor or the Parish Priest may suffer as a direct or indirect result of, any action or omission or conduct by the Licensee, its agents, employees, invitees, proprietors, partners or officers or in consequence of any death of, or any bodily injury, harm, pain or suffering happening to any person or property on or at the Licensed Space or in the Parish Centre arising directly or indirectly from the activities carried out from the Licensed Space by the Licensee, its agents, employees, servants, licensees or invitees;
	1. not to alter the Licensed Space in any way;
	2. to take due care of the Parish Centre and to ensure that those participating in the Activities or dropping or collecting participants do likewise; and
	3. to make clear in all its communications (e.g. letters, emails, website and advertisements) that the Licensee’s Activities are not parish activities.
1. **MATTERS AGREED BETWEEN THE PARTIES**
	1. **Non- exclusive use**

6.1.1 This Licence shall not preclude the Licensor's or the Parish Priest’s use and enjoyment of the entire of the Parish Centre including the Licensed Space save only that the Licensor and the Parish Priest shall not use the Licensed Space in such a way as to unreasonably interfere with the Licensee’s lawful exercise of its permitted rights hereunder.

6.1.2 Furthermore, the Licensee agrees that from time to time the Licensor and/or the Parish Priest may require the use of the Licensed Space during the times specified in the Activities definition and may either (1) by prior agreement between the parties hereto or (2) by the Licensor or the Parish Priest giving not less than thirty days (30) prior notice or such shorter period as may be reasonable in the opinion of the giver of the notice in cases of emergency or urgency ("the Notice Period") notify the Licensee informing the Licensee of the requirements to use the Licensed Space during the times specified in the Actitvities definition and obtain the use of the Licensed Space during those times and this shall not be or deemed to be an unreasonable interference with the Licensee’s lawful exercise of its permitted rights hereunder.

* 1. **Prohibition of Disposal**

 For the avoidance of doubt the Licensee acknowledges that it shall not attempt to deal with or dispose of the rights hereby granted as these are incapable of alienation, being rights which are purely personal to the Licensee. Likewise, the Licensee acknowledges that it may not part with or share possession or occupation of the Licensed Space.

* 1. **Relationship of Parties**

 Nothing in this Licence shall create or be construed as creating the relationship of landlord and tenant or of partnership between the Licensor or the Parish Priest on the one hand and the Licensee on the other, nor of employer and employee as between the Licensor or the Parish Priest on the one hand and the Licensees or any of the Licensees’ staff on the other, and this Licence shall be deemed to be and shall be construed as a Licence Agreement only in respect of the Activities.

* 1. **Lighting and Heating**

 The Parish Priest will be responsible for and provide and pay for the electricity and heating in the Parish Centre.

* 1. **Cleaning**

 The Parish Priest will be responsible for and pay for the cleaning of the Licensed Space. If the Activities result in any extra cleaning being required in the Parish Centre over and above what would be usual, the Licensee shall pay for this on demand.

6.6 **Termination**

 6.6.1 Either the Licensor or the Parish Priest may terminate this Licence at any time by 30 (thirty) days written notice given to the Licensee if:-

1. at any time any sum due by the Licensee is unpaid for fourteen (14) days after becoming due (whether demanded or not);
2. if the Licensee shall fail to remedy within seven (7) days any breach (which in the opinion of the Licensor or the Parish Priest is capable of remedy) of any of the stipulations, conditions or agreements contained in this Agreement after being required to remedy or comply with the same by notice in writing from the Licensor or the Parish Priest specifying the breach and requiring the same to be remedied;
3. if the Licensee breaches any stipulation, condition or agreement herein contained which is in the opinion of the Licensor or the Parish Priest incapable of being remedied and is stated so to be in the notice given by the Licensor or the Parish Priest to the Licensee.
	* 1. This Licence Agreement shall terminate automatically without any need for notice if the Licensee is unable to pay its debts as these fall due, or being an individual is declared bankrupt or enters into a personal insolvency arrangement or has a receiver appointed over any assets or being a company has a receiver, examiner or liquidator appointed over any of its assets or in any situation has judgement entered against it for a sum of €5,000 or more.
		2. This Licence Agreement shall terminate if clause 2 or clause 4.2 applies on the expiry of the notice and shall terminate automatically if clause 4.1 (as distinct from clause 4.2) applies.

 On termination or relocation for whatever reason, the Licensee shall remove all its equipment and effects from the Parish Centre. If the Licensee fails to do so, then the Licensee agrees that the Parish Priest may dispose of any equipment or effects and neither the Licensor nor the Parish Priest shall be responsible to the Licensee in any way.

6.7 **Dispute Resolution**

Any dispute between the parties hereto or any issue arising in relation to the operation of this Licence shall be dealt, at first instance, by discussion:

6.7.1 If the parties fail to reach an amicable solution to any such dispute within *21* days of the Licensee notifying the Parish Priest or the Parish Priest or Licensor notifying the Licensee that there is a dispute, any of the parties may refer the dispute to arbitration and all such disputes or differences which may arise touching the provisions of this Licence or the operation or construction hereof or the rights or liabilities of the parties hereto shall then be referred to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of agreement to be appointed on the application of any party by the President of the Law Society PROVIDED THAT in making such appointment the said President shall be obliged to have regard to the nature of the dispute or difference in question and shall appoint as arbitrator a professional from a discipline appropriate in all the circumstances of the dispute. Every such arbitration shall be conducted in accordance with the Arbitration Act 2010 (as amended, extended or consolidated from time to time) and each such reference shall be deemed to be a reference to arbitration within the meaning of the said Act.

6.7.2 If the arbitrator relinquishes his appointment or dies or if it becomes apparent that for any reason he is unable or has become unfit or unsuited (whether because of bias or otherwise) to complete his duties or if he is removed from office by Court Order, a substitute may be nominated pursuant to clause 6.7.1 in his place and in relation to any such nomination the procedures hereinbefore set forth shall apply as though the substitution were a nomination de novo, which said procedures may be repeated as many times as may be necessary.

6.8 **Keys**

 The Licensee undertakes to keep safe any key or access code which it is given for the Parish Centre. The Licensee shall reimburse the Parish Priest for all costs and expenses incurred in replacing the lock and replacing keys if the Licensee’s key is lost or stolen.

6.9 **General**

 The Licensee acknowledges that it is satisfied with the condition of the Parish Centre and that it is the responsibility of the Licensee to comply with planning, building regulation and health and safety law in relation to the activities.

1. **GENERAL PROVISIONS**

 7.1 The headings contained in this licence are intended solely to assist speedy reference to the text of this licence but are not themselves part of this licence and shall not in any way affect or influence the construction of this licence.

7.2 A notice in writing shall be deemed received if it is left in an envelope addressed to the recipient at the office in the Parish Centre.

7.3 This licence agreement 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 constructed in accordance with the laws of the Ireland.

7.4 Save as provided for in clause 6.7, the parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

7.5 This licence agreement is also subject to the matters set out in Appendix 3 (if any).

**Appendix 1**

**Map**

**Appendix 2**

**Insurance**

**Appendix 3**

**Further Provisions**

**SIGNED** by

on behalf of **ST. LAURENCE** **O’TOOLE DIOCESAN TRUST**

in the presence of-

**SIGNED** by Parish Priest

**VERY REVEREND [ ]**

in the presence of-

**SIGNED** by

on behalf of **[ ]**

in the presence of-