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**September 2021**

The Carpenter Centre

to

**……..**

### LICENCE AGREEMENT

For

The use of accommodation and facilities at

The Linden Centre

in the County Telford and Wrekin

**THIS LICENCE AGREEMENT** is made on the DATE by **The Linden Centre** to **…….**

# 1. Definitions and Interpretation

* 1. Words and phrases which are used in this Agreement shall be construed in

accordance with the definitions which are set out in the following Interpretation Table:

|  |  |
| --- | --- |
| **INTERPRETATION TABLE** | |
| **Word/Phrase** | **Definition** |
| Academic Year | From 1st September in the calendar year in which this Licence is completed to 31st August in the following calendar year |
| **Accommodation** | The Property and Location within the Premises in which the letting is set. The Carpenter Centre Hall |
| **Charging Rate** | The rate which isstated in clause 4.1 |
| **The Linden Centre** | The Linden Centre acting in its capacity as the occupier |
| **Fee** | The total charge which is payable to The Linden Centre by the Licensee under section 4 of this Licence (plus VAT if applicable) |
| **Headteacher** | The Headteacher of The Linden Centre from time to time during the Licence Period |
| **Licence** | This Licence Agreement |
| **Licence Period** | The period of time during which the Licence is to be in force, as stated in clause 3.1 (subject to extension under clause 3.2) |
| **Licensee** | …… |
| **Permitted Use** | The use of the Accommodation by the Licensee which is permitted in clause 2.1 |
| **School** | The Linden Centre |
| **Session** | Any period of continuous use of the Accommodation for the Permitted Use on any day (or during any part of a day) during the Licence Period |
| **VAT** | Value Added Tax charged in accordance with the Value Added Tax Act 1994 (as amended) or any new tax of a similar nature |

## 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.

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## 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

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## 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

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## 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

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## 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.

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## 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.

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## 1.8 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.

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## 1.9 References to clauses and Schedule are to the clauses and Schedule of this licence and references to paragraphs are to the paragraph of the Schedule.

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## 1.10 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.

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## 1.11 Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.

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## 1.12 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

# 2. The Licence

# 2.1 The Licensors each grant the Licensee their permission for the Licensee to occupy and use the Accommodation throughout the Licence Period, strictly in accordance with the succeeding provisions of this Licence, for:

# (1) The purpose of ……

# 

**2.2** In consideration of the granting of the Licence, the Licensee shall pay the Fee to The Linden Centre in accordance with clauses 4 and 7(1) respectively.

### 2.3 Without prejudice to its rights, The Linden Centre shall be entitled at any time on giving not less than four weeks’ notice to require the Licensee to transfer to alternative space elsewhere within The Carpenter Centre and the Licensee shall comply with such requirement. Lesser notice periods will be provided in an emergency where the accommodation is required.

# 3. The Licence Period

**3.1** Subject to clause 3.2 below, this Licence shall:

**(1)** Start from …

**(2)** terminate at midnight on…

**3.2** The Linden Centre and the Licensee may, at their discretion, extend the Licence Period by agreement in writing between them, provided that:

**(1)** extensions are agreed at one term in advance of the date of termination as defined in section 3.1.2 of this licence;

**(2)** extensions are agreed on an annual basis, by both parties, and;

**(3)** no alteration is made to the terms and provisions of this Licence by either The Linden Centre or the Licensee when the extension is agreed, with the exception only of changes to the Charging Rate, as defined by The Linden Centre’s Charges and Remissions Policy, and schedule of occupation.

**4. Payment and calculation of the Fee**

**4.1** In consideration of the granting of the Licence, the Licensee shall pay

The Linden Centrea sum of £15 per hour with a minimum of two hours hire as defined in section 5.2 (exclusive of VAT which is payable at the current rate).

**4.2** If this Licence is terminated pursuant to section 9 and the Licensee has paid the

Fee (or any part of it) in advance, then the Licensee shall not be automatically

entitled to any refund of the Fee (or any part of the Fee). Any refund shall be at

the absolute discretion of The Linden Centre(acting

reasonably) and also subject to the requirement that the Licensee is not in

breach of any of its obligations under this Licence.

**4.3** The use of the premise will include the following outgoings including but not exclusively:

General maintenance of the accommodation

Statutory compliance testing for assets of The Carpenter Centre

Business and water rates

Heating and lighting

Cleaning

Window cleaning

Grounds maintenance

Refuse collection

**4.4** The charges contained within this licence shall be made in accordance with The Carpenter Centre’s Charges and Remissions Policy. All increases and variations to the charging rates contained within the Charges and Remissions Policy shall be charged to the Licensee from the date of implementation specified within the policy and are non-negotiable. This Licence shall be subject to variation based on the Charges and Remissions Policy, throughout the term of the Licence Period defined in section 3.1.2 of this document.

**5. Limitations on the Permitted Use**

**5.1** The Licensee shall not be entitled to exercise the Licence at weekends, or during any of the periods of time which fall outside the Licence Period and which are not specified in the succeeding sub-clauses of this *clause* unless (in each case) this is expressly authorised by the succeeding clauses of this section 5, or such use is otherwise agreed in writing between the Headteacher and the Licensee.

If The Linden Centre requires the use of the accommodation from time to time, the Headteacher shall notify the licensee and shall designate other suitable areas at The Carpenter Centre.

**5.2** The Licensee shall only be permitted to exercise this Licence on the days in each week and at the times which are indicated in sub-clauses (1) to (5) inclusive of this clause below, but only where such dates and times fall within the Licence Period and do not conflict with the requirements of clause 5.1 (which shall take precedence):

**Licensee**

**Term Time**

**(1)** Date: and Time:

**5.3** Notwithstanding clause 5.1, The Linden Centre may authorise the Licensee to use the Accommodation for additional periods of time during the Licence Period in addition to those which are specified in clause 5.2 above, provided that:

1. The Licensee shall pay The Linden Centrean

additional sum which shall be:

**(a)** Calculated by The Linden Centre in accordance with either, the Charging Rate, or by the use of (if any) such alternative rate (plus VAT if applicable) as shall be agreed in writing between The Linden Centre and the Licensee (acting reasonably);

**(b)** Payable by the Licensee in accordance with the payment arrangements which are set out in section 4 above.

1. Such additional use shall at all times be subject to compliance by the Licensee

with the terms and conditions of this Licence;

**(3)** The additional periods of use are appropriately documented and therefore have the written agreement of the Headteacher.

**6. The Licensee’s Rights**

**6.1** The Licensee, and their authorised visitors and staff, shall have the benefit of the

following rights and liberties during the Licence Period only (which shall be

exercised in common with all other persons entitled to exercise equivalent rights

from time to time):

**(1)** The right to obtain access to, and egress from, the Accommodation via such footways, paths, corridors, stairs and entrances at The Carpenter Centre which are designated for that purpose by the Headteacher;

**(2)** The right to use those toilet and bathroom facilities at The Carpenter Centre which are designated for that purpose by the Headteacher;

**(3)** The right to use, for recreation purposes only, those playground and playing field facilities at The Carpenter Centre which are designated for that purpose by the Principal, from time to time, when agreed in writing by the Principal.

**7. The Licensee’s Obligations**

The Licensee shall diligently comply with the following terms and conditions

throughout the Licence Period, alongside the Trust’s Lettings Conditions of Use:

**(1)** To make the payments of the Fee to The Linden Centre in accordance with the requirements of this Licence and without any deduction or delay whatsoever;

**(2)** Not to use, allow or permit the Accommodation to be used otherwise than for the Permitted Use;

**(3)** Not to use the Accommodation, or to exercise the rights which are set out in clause 6, in any way that shall or may cause any damage or loss to either The Carpenter Centre or the Licensors, or which otherwise puts any staff, pupils or other such stakeholders of The Carpenter Centre in danger;

**(4)** To make good any damage or loss to the Accommodation, or to the equipment, fixtures or fittings in The Carpenter Centre, which arises from the exercise of the Licence by the Licensee (including their visitors, clients and guests), at the Licensee’s own expense and to carry out such rectification without delay and to the reasonable satisfaction of the Licensors;

**(5)** Not to cause or create any inconvenience, disturbance, or nuisance to either, the Licensors, or the day to day running of The Carpenter Centre, by the exercise of this Licence and to promptly take any measures which are properly and reasonably required by the Licensors or the Headteacher and notified in writing to the Licensee, in order to abate any such inconvenience, disturbance or nuisance to the reasonable satisfaction of the Licensors;

**(6)** To keep the Accommodation in a clean and tidy condition at all times and to ensure that any equipment or materials which are used therein by the Licensee are cleared away, packed up and stored at the end of each session to the satisfaction of the Headteacher, so as to ensure that the Accommodation can be cleaned, or decorated, or otherwise used for the purposes of The Carpenter Centre without inconvenience to the Licensors at any time outside the times which the Licensee is permitted to use the same under this Licence;

**(7)** To indemnify each of the Licensors from and against any costs, claims, demands losses damages, expenses, proceedings, actions or any other legal liability whatsoever which shall be incurred by, suffered by, or brought against either of the Licensors by any third party as a consequence of the exercise or purported exercise of the Licence by either, the Licensee, or its staff, or its agents, or licensees, provided that this indemnity shall not apply to the extent that any such liability is due to a negligent act or omission committed by or behalf of either of the Licensors;

**(8)** To be responsible for any damage caused to the accommodation or The Carpenter Centre premise by the licensee’s staff, visitors or service users;

**(9)** To ensure that all electrical equipment installed and used by the occupier’s staff or service users via the mains electricity supply is agreed by The Carpenter Centre in writing, and properly checked in accordance with the requirements set out under the Electricity at Work Regulations governing requirements for the periodic inspection of portable electrical equipment, determined by the type of equipment and frequency of use. Installation of such equipment is not permitted without express written permission of The Carpenter Centre.

**(10)** To be responsible for taking all reasonable steps and measures to prevent any hazard or danger arising from the occupation of the accommodation.

**(11)** To maintain the accommodation in good condition, report any defects or areas of concern to the appropriate member of The Carpenter Centre personnel, and not to carry out any alterations, install or fix new fittings or facilities, or make any addition to the property whatsoever without written consent of the Headteacher. **No intrusive works** are permitted at any time due to the potential presence of asbestos containing materials on the premises.

**(12)** To immediately comply with any conditions or regulations which are notified in writing to the Licensee by either of the Licensors in order to either, regulate the exercise of the Licence, or to protect the health, safety and welfare of the pupils, staff and visitors at The Carpenter Centre, provided that such conditions and regulations do not unreasonably derogate from the rights hereby granted to the Licensee.

**(13)** Throughout the Licence Period to maintain valid and current public liability and employee liability insurance cover (both in the name of the Licensee) with insurers of good repute and financial standing, such cover having a limit of indemnity of not less than five million pounds (£5,000,000) each, for any occurrence or related series of occurrences arising out of one event (the number of claims being unlimited).

**(14)** To provide the Licensors with either, a certified copy, or the original, of each of the insurance policies which are effected by it in order to comply with sub-clause 7.1(9), upon demand by either of the Licensors.

**(15)** Not to do or permit to be done on the Property anything which is illegal;

**(16)** Not to display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Property or elsewhere in The Carpenter Centre without the prior written consent of the Headteacher -such consent not to be unreasonably withheld or delayed.

**(17)** Not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them.

**(18)** Not to apply for any planning permission in respect of the Property.

**(19)** 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 Carpenter Centre Trust in respect of the Property and The Carpenter Centre from time to time.

**(20)** To comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.

**(21)** To observe and comply with any rules and regulations The Carpenter Centre Trust makes and notifies to the Licensee from time to time governing the Licensee's use of the Property and the Common Parts.

**(22)** To comply with the principles of the Agreement.

**(23)** To remove the Licensee's furniture equipment and goods from the Property at the end of the Licence Period.

**(24)** To indemnify the Licensor and The Carpenter Centre Trust and keep the Licensor and The Carpenter Centre Trust indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

#### This licence;

#### Any breach of the Licensee's undertakings contained in this Licence; and/or

#### The exercise of any rights given in this Licence;

#### (25) Not to do anything on or in relation to the Property that would or might cause the Licensor or The Carpenter Centre Trust to be in breach of the conditions contained in the land lease.

#### (26) To pay to The Carpenter Centre interest on the Licence Fee or other payments at the rate of 4 per cent per annum above the base rate of Lloyds Bank 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 21 days of the due date (whether formally demanded or not).

**(27)** To comply diligently at all times with the instructions of the Headteacher concerning the security of The Carpenter Centre and in particular to ensure that:

**(a)** The Accommodation and, as appropriate, The Carpenter Centre, are locked and secure at the end of each Session;

**(b)** Any keys to The Carpenter Centre and/or the Accommodation which are made available to the Licensee by The Linden Centre, are kept safe and secure at all times and returned immediately on the expiry or earlier determination of this Licence.

**(c)** Health and safety requirements of The Carpenter Centre are adhered to at all times. The Licensee will have and maintain appropriate risk assessments and risk management documents in place for the period of the Licence and in accordance with the purpose of the Licence defined in section 2.

**(d)** There shall be **no smoking** anywhere on The Carpenter Centre premises on the grounds of fire security and the potential for damage to the property, floors and furniture.

**(e)** Adhere to prevent strategies with regards to extremism and extremist views and contact the designated safeguarding lead or their deputy in the case of any concerns.

**(f)** Staff have appropriate safeguarding training and suitable DBS clearance for the work they are undertaking. Safeguarding obligations are strictly adhered to and contractors and visitors on the premises have either appropriate DBS clearance or are accompanied at all times. The most current Keeping Children Safe in Education documentation is adhered to at all times.

**(g)** No works are undertaken to the fabric of the building, or alterations to the premises without prior consent of Staffordshire University Academies Trust.

**(h)** Parking arrangements are adhered to.

# (28) Limitation of The Carpenter Centre's and The Carpenter Centre Trust’s liability

## 28.1 The Carpenter Centre and The Linden Centre are not liable for:

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

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

### 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 this licence.

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## 28.2 Nothing in this agreement shall limit or exclude the Licensor's liability for:

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

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

## 28.3 Nothing in this agreement shall limit or exclude The Carpenter Centre Trust’s liability for:

### death or personal injury or damage to property caused by negligence on the part of The Carpenter Centre Trust or its employees or agents; or

### any matter in respect of which it would be unlawful for The Carpenter Centre Trust to exclude or restrict liability.

**8. Default**

**8.1** If (in the opinion of either of the Licensors, acting reasonably) the Licensee commits any material breach of the obligations on its part which are stated in this licence, then The Linden Centre shall be entitled to serve a default notice on the Licensee specifying:

**(1)** The facts which constitute the breach of this Licence;

**(2)** Precisely which provisions of this Licence the Licensee has failed to comply with;

1. The measures (if any and if practicable) which the Licensee is required to undertake to remedy the breach, or otherwise to avoid any repetition of the breach;
2. The period of time (having reasonable regard to the nature of the breach) within which the breach must be rectified by the Licensee.

## (8.2) Any notice or other communication given in accordance with this licence will be deemed to have been received:

### if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

### 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; or

1. if sent by email with a read receipt and receipt of reading is given.

## (8.3) 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.

**9. Termination**

**9.1** If (regardless of whether or not a default notice has been served on the Licensee under clause 8.1) either of the Licensors (at their absolute discretion, but acting reasonably) determine that a breach of this Licence which has been committed by the Licensee is sufficiently serious to justify the immediate termination of the Licence, then either of the Licensors shall have the right to terminate this Licence with immediate effect by simultaneously serving written notice on each of the other Parties (without prejudice to any other rights or remedies available to any of the Parties in respect of anything previously done or suffered).

**9.2** If the Licensee fails to comply with any default notice which has been served on it in accordance with clause 8.1, then either of the Licensors shall have the right to terminate this Licence with immediate effect by simultaneously serving written notice on each of the other Parties (without prejudice to any other rights or remedies available to any of the other Parties in respect of anything previously done or suffered).

**9.3** This Licence may be terminated by any of the Parties by simultaneously giving at least one (1) term’snotice in writing to each of the other Parties, provided that, in the absence of any contrary agreement between the Parties:

**(1)** Such notice may only be given so as to expire on the last day of the academic term in question during the Licence Period;

**(2)** Any notice to The Linden Centre is addressed to The Head Teacher, Mr Darren Lennon.

**10. Acknowledgement and Declaration**

**10.1** The Parties individually and collectively acknowledge and declare that the rights granted to the Licensee in this Licence constitute a licence and not a lease or a tenancy agreement and that therefore:

**(1)** The Licensors retain exclusive possession of the Accommodation;

**(2)** The Licence is personal to the Licensee;

1. The Licensee does not have the ability, or right, to assign or transfer the benefit of the Licence (in whole or in part) to any third party, or to purport to do the same.

## 10.2 The Carpenter Centre and the Linden Centre give no warranty that the Property possesses the Necessary Consents for the Permitted Use.

## 10.3 The Carpenter Centre and the Linden Centre give no warranty that the Property is physically fit for the purposes specified in this licence.

## 10.4 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 The Carpenter Centre and the Linden Centre before the date of this licence.

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

**11. Disputes**

**11.1** If any bona fide dispute or disagreement shall arise during the Licence Period between the Parties with regard to this Licence (in particular with regard to the respective rights and liabilities of the Parties) then the Parties (or those of them who are in dispute) shall conciliate in good faith to try and resolve their dispute promptly and amicably to their mutual satisfaction.

**11.2** If the dispute in question cannot be resolved pursuant to clause 11.1 then the dispute shall be referred to mediation via clause 11.3 unless any of the Parties who are in dispute serves Notice on the other Parties stating that it considers that the dispute is not suitable for resolution by mediation.

**11.3** The procedure for mediation and consequential provisions relating to mediation which are to be complied with by each of the Parties are as follows:

**(1)** A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or (if they are unable to agree upon a Mediator within fourteen days after a request by one Party to the other, or if the Mediator agreed upon is unable or unwilling to act) any of the Parties who are in dispute may within fourteen days from the date of the proposal to appoint the Mediator or within fourteen days of notice to either Party that the Mediator is unable or unwilling to act, apply to the Law Society of England and Wales to appoint the Mediator;

**(2)** The Parties shall within fourteen days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held and (if considered appropriate) the Parties may at any stage seek assistance from the Law Society of England and Wales to provide guidance on a suitable procedure;

**(3)** Unless otherwise agreed, all negotiations connected with the dispute pursuant to this clause and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;

**(4)** If the Parties who are in dispute reach agreement on the resolution of their dispute, the agreement shall be documented in writing by the Parties in question and shall be binding on them once it is signed by their respective duly authorised representatives;

**(5)**Those of the Parties who are in dispute shall pay the Mediator’s fees in equal shares (in the absence of any contrary direction by the Mediator, acting reasonably).

# 12 Third party rights

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.

# 13 Governing law

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.

# 14 Jurisdiction

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.

**SIGNATURE PAGE**

**The Carpenter Centre**

**Letting**

**IN WITNESS** whereof each of the Parties have signed this Licence Agreement below on the day and year first before written:

**SIGNED** on behalf of The Linden Centre:

By

Headteacher ........................…………….............

an authorised signatory Authorised Signatory

**SIGNED** on behalf of the Hirer :

By

Position: ........................…………….............

an authorised signatory Authorised Signatory

**SIGNED** in the presence of: ........................…………….............

Witness ........................…………….............

Name ........................…………….............

Address ........................…………….............

........................…………….............