



THIS LICENCE TO OCCUPY IS MADE THE

19th

DAY OF

December

2019

BETWEEN: -

- (1) **The Friends of Droxford Church** incorporated and registered as a charity in England and Wales with number 1165874 of South Hill House Swanmore Road Droxford Southampton SO32 3PT(the Friends).
- (2) **Droxford Community Hub CIC** a community interest company incorporated and registered in England and Wales with company number 11937091 and whose registered office is at South Hill House, Swanmore Road, Droxford, Hampshire, SO32 3PT ("DCH")

WHEREAS:-

- 1 This Agreement is supplemental to a Licence dated 19 Dec 2019 and made between the The Parochial Church Council of St Mary and All Saints Church of the one part and The Friends of the other part ("The Agreement")
2. The definitions contained in the Agreement apply equally to this agreement

IT IS AGREED

1. The Friends agree to allow DCH to create a community hub by operating a cafe at the Property as a licensee throughout the Licence Period
2. DCH agrees to observe the terms of the Agreement and to comply with the obligations of the Friends as if they were the Friends and to indemnify the Friends in respect of any liability of the Friends under the Agreement
3. This Agreement is personal to DCH who shall not transfer this agreement and shall not allow anyone else to occupy the Property
4. Any furniture or any other property of DCH brought on to the Property shall be at the sole risk of DCH and shall be removed by DCH on the termination of this Agreement.
5. The Friends are not to be liable for the death of, or injury to DCH or any employees and customers save death or injury resulting from the Friend's negligence nor are the Friends liable for damage to any property of DCH or any employees or customers or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by them in the exercise or purported exercise of the rights granted by the Agreement
6. Each year the Friends shall consult with DCH before setting guidelines for the forthcoming year for the purpose of allocation of costs and charges for the use of the community hub facilities between the Friends and DCH

7. In the event of DCH having a trading surplus in any year the Friends and DCH shall meet as soon as practicable after the accounts have been finalised to agree its distribution to such causes as DCH and the Friends may agree and DCH shall then account to the Friends with such surplus and the Friends shall then pay such surplus to the cause or causes so agreed
8. This Agreement can be determined by either party at any time by giving one month's notice to the other but such determination shall not extinguish any outstanding liability of either party at such determination
9. All the provisions of the Agreement shall apply equally to this agreement (except where there is any conflict the wording of this agreement shall prevail) changing those things that need to be changed to make them applicable to this agreement.

Signed by JOHN SYMES

} JMSymes

on behalf of THE FRIENDS

Signed by MEL RANKINE

} M. b. Rankine

on behalf of DCH