



Date: 19th December 2019

(1)

THE PAROCHIAL CHURCH COUNCIL OF ST MARY AND ALL SAINTS CHURCH DROXFORD

(2)

THE FRIENDS OF DROXFORD CHURCH

Licence to Occupy

relating to

the area known as the North Chapel/Community Room and the New Annexe at St Mary and All Saints Church Droxford Hampshire

BETWEEN: -

(1) The Parochial Church Council of St Mary and All Saints Church Droxford Hampshire (the PCC).

and

(2) 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).

NOW IT IS AGREED as follows: -

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this licence the following expressions have the meaning given in this clause:-

"Church" the premises known as St Mary and All Saints Church Droxford Hampshire

"Common Parts" such roads, paths, entrance halls, landing and other means of access into the Church and inside the Church the use of which is necessary for obtaining access to and egress from the Property as designated from time to time by the PCC

"DCH" 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

"Property" The community room (intended to be principally used as a cafe) in the North Chapel of the Church shown edged blue on the Plan together with the new annexe comprising an office a kitchen a meeting room and toilet facilities together with a storage area on the first floor all of which is shown edged red on the Plan.

"Licence Period" the period from the date of this licence until 31st December 2044 subject to clause 6 below

"Permitted Use" use of the Property principally as a cafe kitchen and meeting room but this shall not preclude the Friends from using the Property for any use which is in keeping

with or to promote the objects of the Friends (as published from time to time on the Charities Register) or to raise funds for the Friends subject always to the overriding provision that no use of the Property shall be incompatible with the use of the Church as a place of religious worship

"The Plan:"

the plan attached hereto

"Service Media"

all media for the supply or removal of heat, electricity, oil, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media

1.2 Headings

The clause and sub-clause headings do not form part of this licence and must not be taken into account in its construction or interpretation

1.3 References to Clauses

Any reference in this licence to a clause or sub-clause without further designation is to be construed as a reference to the clause or sub-clause of this licence so numbered

2 THE LICENCE

- 2.1 Subject to clauses 2.5 and 6 the PCC gives the Friends the right, for the Licence Period in common with the PCC and all others authorised by the PCC so far as is not inconsistent with the rights given, to use the Property for the Permitted Use, to use the Service Media serving the Property and to use the Common Parts for access to and egress from the Property. The PCC acknowledges that The Friends may allow DCH to operate a cafe at the Property with a view to making profits for the benefit of the Friends
- 2.2 The Friends acknowledge that:
- 2.2.1 the Friends shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the PCC and the Friends by this licence;
 - 2.2.2 the PCC retains control, possession and overall management of the Property and the Friends have no right to exclude the PCC from the Property; and
 - 2.2.3 the licence to occupy granted by this licence is personal to the Friends
 - 2.2.4 The Friends shall be entirely responsible to the PCC for ensuring that DCH comply with the terms of this licence
 - 2.2.5 The Friends shall comply with all statutory legislation applicable to their use of the Property
- 2.3 There shall be no restriction on the hours of use of the Property but there shall be no use of the area edged red on the Plan either during any service (whether of a regular nature or of a funeral wedding christening or other religious ceremony) being carried on in the Church or in the half hour preceding any such service
- 2.4 The Friends may make the toilet facilities in the new annexe available to any member of the public whether customers of the cafe or not but the Friends shall remain responsible for the security of the new annexe and the connecting door into the Church
- 2.5 The PCC and any of its officers or any person authorised by them may use any part of the Property at any time and in particular the office forming part of the new annexe shall be shared with the vicar from time to time of Droxford Church
- 2.6 The PCC and any of its officers or any person authorised by them shall not obstruct the use of the Common Parts by the Friends

3 FRIENDS'S UNDERTAKINGS

The Friends agree and undertake: -

- 3.1. to make good any damage caused to the Property by the Friends or its visitors;
- 3.2. to keep the Property clean and tidy and clear of rubbish and leave them in a clean and tidy condition and free of the Friends' furniture, equipment, goods and chattels at the end of the Licence Period;

- 3.3. not to obstruct the Common Parts, or make them dirty or untidy, or leave any rubbish on them;
- 3.4. not to display any signs or notices in the North Chapel of the Church without the prior written consent of the PCC;
- 3.5. not to alter or improve or add to the Property in any way without the prior written consent of the PCC not to be unreasonably withheld or delayed;
- 3.6. not to use the Property or the Common Parts in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to the Church or adjoining or neighbouring property or to the PCC, its occupiers or users of the Church or any adjoining or neighbouring property;
- 3.7. not to store or keep any materials or things on any part of the Church other than any kept on the Property pursuant to the Permitted Use and not to carry out any works or operations on any part of the Church;
- 3.8. not to do anything that will or might constitute a breach of any statutory requirement affecting the Property or the Church or that will or might wholly or partly vitiate any insurance effected in respect of the Property or the Church from time to time;
- 3.9. to indemnify the PCC and keep the PCC indemnified, against all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising in any way from this licence, any breach of any of the Friends' undertakings contained in this clause, or the exercise or purported exercise of any of the rights given in clause 2;
- 3.10. not in any way to impede the PCC, or their servants or agents, in the exercise of his rights of possession and control of the Church and every part of the Church (including the Property);

4 LICENCE FEE

- 4.1. There shall be no obligation on the Friends to pay any licence fee for the use of the Property but both parties hope that in due course the cafe operation will become profitable and that the Friends will then be in a position to make a financial contribution each year to the PCC towards the maintenance of the Property

5 REPAIR AND MAINTENANCE

- 5.1. Subject to Clause 5.2 the PCC shall be responsible for the repair and maintenance of the Property unless otherwise agreed at any time with the Friends
- 5.2. The Friends shall make good any damage caused to the Property by fair wear and tear

6 GENERAL

6.1. Determination

The rights granted in clause 2 are to determine (without prejudice to the PCC's rights in respect of any breach of the undertakings contained in clause 3)

6.1.1. immediately on notice given by the PCC at any time following any breach by the Friends of any of its undertakings contained in clause 2.5, and

6.1.2. immediately on notice given by the PCC if the Friends enter into any voluntary arrangement with its creditors or has an administrator, administrative receiver or receiver appointed or has an administration order made in respect of it

6.2. Assignment Prohibited

The benefit of this licence is personal to the Friends and not assignable, and the rights given in clause 2 may only be exercised by the Friends or on their behalf by DCH

6.3. Liability Excluded

The PCC is not to be liable for the death of, or injury to the Friends DCH or any employees and customers save death or injury resulting from the PCC's negligence nor is the PCC liable for damage to any property of the Friends 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 clause 2

6.4. Status

The Friends are not entitled to exclusive possession of the Property possession and control of which will remain with the PCC

6.5. Data Protection

The Friends acknowledge that information relating to this licence and the Friends will be held on computer and other electronic filing systems by the PCC for general administration and/or enforcement of this licence and that such information may be disclosed to and used by third parties in connection with:

- (a) the management of the Church
- (b) the insurance of the Church
- (c) the maintenance of the Church

6.6. Notices

All notices given by either party pursuant to the provisions of this licence must be in writing, and are to be sufficiently served if delivered by hand or sent by registered post or recorded delivery, or sent by fax provided that a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day, to the other party at his last known address

6.7. Third Party Rights

A person who is not a party to this licence (including DCH) shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence

6.8. **Governing Law**

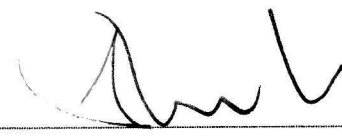
This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

6.9. **Jurisdiction**

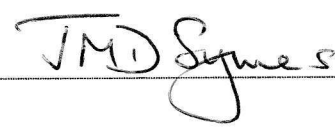
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims)

This licence has been entered into on the date stated at the beginning of it

Signed by **THE ANTONY FOREST**
(RECTOR - 'Vicar')
on behalf of THE PCC

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Signed by **JOHN SYMES**
(Chairman)
on behalf of THE FRIENDS

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ANNEXE

INTERNAL
ACCESS

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COMMUNITY ROOM

NORTH CHAPEL)

J.M. Symes
1944

19th January 2019

J.M. Symes

19th December 2019