



**THIS LICENCE**, made on                      day month year

**BETWEEN:**

- (1) The Parochial Church Council of St Mary and St John the Divine, Balham (**the Licensor**), and
- (2) NAME (**the Licensee**)

**WITNESSES** as follows:

## **1 Interpretation**

1.1 In this Licence unless the context otherwise requires:

- 1.1.1 Words importing any gender include every gender;
- 1.1.2 Words importing persons include an individual, company, corporation, firm, partnership, unincorporated association or body of persons, and any state, or governmental or local division or agency of a state;
- 1.1.3 References to clauses are references to the relevant clause in this Licence;
- 1.1.4 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has superseded or re-enacted (whether with or without modification) and (iii) any provision superseding to re-enacting it (whether with or without modifications);
- 1.1.5 The words and phrases “other”, “including” and “in particular” shall not limit the generality of the words preceding or succeeding them or be construed as limiting the succeeding words to the same class as the preceding words;
- 1.1.6 Any obligation on the Licensor or the Licensee not to do or omit to do anything, shall include an obligation not to allow that thing to be done or omitted to be done by any person under its control; and
- 1.1.7 Any sum payable by one party to the other shall be exclusive of Value Added Tax which shall, where it is chargeable, be paid in addition to the sum in question, at the time when the sum in question is due to be paid.

1.2 Also in this Licence unless the context otherwise requires:

- 1.2.1 **Access Routes** means the ways of accessing the Car Space, the Car Park, the Church Building and the Church Garden.
- 1.2.2 **Church Building** means the Licensor's Church known as St Mary and St John the Divine, Balham at which the Car Park is situated;

- 1.2.3 **Church Garden** means the Licensor's garden at the Church Building including any pot plants;
- 1.2.4 **Car Park** means the Licensor's car park at the Church Building;
- 1.2.5 **Car Space** means the car parking space within the Car Park to the north side of the Church Building in such position as the Licensor may from time to time nominate by written notice to the Licensee;
- 1.2.6 **Licence Fee** means the sum of £44.70 per month (or such other sum as the Licensor may stipulate by written notice to the Licensee in advance); and
- 1.2.7 **Parking Permit** means the St Mary and St John the Divine parking permit issued to the Licensee by the Licensor.

## **2 Grant of Licence**

- 2.1 The Licensor grants to the Licensee licence to use one Car Space for the parking of a private motor vehicle, together with (in common with the Licensor and all others from time to time entitled) the right of access to and from:
- 2.1.1 the Car Space on foot; and
- 2.1.2 the public highway in a private motor vehicle;

by such route or routes as the Licensor may from time to time nominate by written notice to the Licensee, for use between the hours of 7.30 a.m. to 6.00 p.m. Monday to Friday (excluding bank holidays and such other days as may be notified to the Licensee in advance at the Licensor's sole discretion (such as days when the Church Building is being used for wedding or funeral services)).

## **3 Period of the Licence**

- 3.1 This Licence shall commence on the date of this Licence and shall continue to run unless terminated pursuant to clauses 3.2 or 3.3 below.
- 3.2 Either party may give to the other not less than two weeks' written notice terminating this Licence at any time, which shall then cease at the expiry of such notice.
- 3.3 The Licensor may, by written notice to the Licensee, terminate this Licence forthwith if at any time the Licensee is in breach of any of the terms of this Licence.

3.4 The termination or expiry of this Licence shall be without prejudice to any claim by the Licensor against the Licensee in respect of any arrears of Licence Fee, or any breach of the Licensee's obligations in this Licence.

#### **4 Licence Fee**

4.1 The Licensee shall pay the Licence Fee to the Licensor during the period of this Licence.

4.2 The Licence Fee shall be paid in advance on the first day of each month by standing order to bank account number **00032505** sort code **40-52-40** in the name of **St Mary's PCC Balham**.

#### **5 Further obligations of the Licensee**

5.1 The Licensee undertakes with the Licensor as follows:

- 5.1.1 to clearly display the Parking Permit at all times when using the Car Space;
- 5.1.2 not to use the Car Space except for the parking of a private motor vehicle and to keep the Car Space tidy and free of litter;
- 5.1.3 not to cause any damage to the Car Space, the Car Park, the Church Garden or the Church Building;
- 5.1.4 to drive carefully when in the Car Park, and to park any motor vehicle so as not to obstruct any other vehicles coming into or going out of any other parking spaces, or the Car Park or Access Routes generally;
- 5.1.5 not to carry out any alterations or make any additions to the Car Space, nor to do or bring anything onto the Car Space or the Car Park in consequence of which the rights of the Licensor or any other person under any policy of insurance would or might be prejudicially affected, or whereby any such policy might be rendered void or voidable, or the rate of premium payable might be increased;
- 5.1.6 not to fill motor vehicles with petrol, or service or repair them in the Car Park;
- 5.1.7 not to cause any unreasonable or noisy running of the engines of motor vehicles, or the sounding of horns, or any other unduly loud mechanical noises in the Car Park or cause any nuisance or annoyance to the Licensor or other users of the Car Park;
- 5.1.8 not to do anything whereby there would be any breach of any statute in relation to the use of the Car Space or the Car Park; and
- 5.1.9 to comply with any regulations which the Licensor may make for the management or control of the Car Park.

## 6 Status of Licence

- 6.1 It is not the intention of either the Licensor or the Licensee to create the relationship of landlord and tenant between themselves.
- 6.2 Possession and control of the Car Space shall at all times remain vested in the Licensor and the Licensee shall not have any estate or interest in it or in any part of it.

## 7 Assignment and sub-licensing

- 7.1 This Licence is personal to the Licensee and the Licensee shall not (and shall have no power to) authorise any other person to use the Car Space.

## 8 Liability for loss and damage to property

- 8.1 The Licensor shall not be liable for any loss or damage to the Licensee's property incidental upon its use of the Car Space or Access Routes.
- 8.2 The Licensor shall not be liable for any loss or damage to the property of any visitor, invitee or employee of the Licensee.
- 8.3 If the Licensor incurs any liability whatsoever incidental upon the use by the Licensee or its visitors, invitees or employees of the Car Space or their Access Routes, then the Licensee shall indemnify the Licensor against that liability.

## 9 Miscellaneous

- 9.1 The Licensee must provide the Licensor with:
- 9.1.1 the registration number of the private motor vehicle that they intend to occupy the Car Space with; and
- 9.1.2 the Licensee's current contact details including postal address, email address, landline telephone and mobile telephone numbers.
- 9.2 It is the responsibility of the Licensee to notify the Licensor as soon as practicable of any changes to the details supplied to the Licensor pursuant to clauses 9.1.1 and 9.1.2 above.
- 9.3 The provisions of the Contracts (Rights of Third Parties) Act 1999, shall be excluded from this Licence.

**SIGNED** on behalf of the **Licensor** )  
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