licence for use of car park

This Licence is made on ***[insert date once both parties have signed the licence]***

(1) [*enter name of DIOCESE*] of [***enter address***] (**"Diocese"**); and

(2) [***ENTER NAME OF LICENSEE***] of [***enter address***] (**"Licensee"**).

IT IS AGREED:

# definitions and interpretation

In this Licence the following definitions are used:

**"Car Park"** means [spaces numbered 5 – 10 in] the car park situated at [***enter address***];

**"Designated Hours"** means the hours of [8.00am to 5.00pm, Monday to Friday (inclusive)];

**"Designated Use"** means parking in the Car Park during the Designated Hours of up to a maximum of [ ] vehicles at any one time belonging to or used by staff of the Licensee;

**"Licence"** means this car parking Licence and any amendments to it from time to time;

**"Licence Fee"** means the sum of £                     payable in advance on [the first day of each month];

**"Licence Period"** means a term starting on the date hereof and continuing until the date this Licence is terminated in accordance with either clause 3.4 or clause 4.1; and

**"Parish Priest"** means the Parish Priest of ***[enter name of Parish]****.*

# GRANT OF LICENCE

## The Diocese shall permit the Licensee to use the Car Park for the Designated Use during the Designated Hours in common with the Diocese and other users authorised by the Diocese from time to time.

## The use of the Car Park is entirely at the Licensee's own risk and the Diocese is not responsible for loss or damage to any vehicles, the contents thereof or for any loss or damage of any kind arising from this Licence or the Licensee's use of the Car Park.

## This Licence is personal to Licensee and must not be transferred or assigned to any other party.

## The Diocese is legal owner of the Car Park and the Licensee will use the Car Park as a licensee only and no relationship of landlord and tenant or other right of occupation is created by this Licence.

## Entry into the Car Park by any user authorised by the Licensee constitutes acceptance of the terms of this Licence without qualification.

# LICENSEE'S OBLIGATIONS

## The Licensee agrees and undertakes to:

## pay the Licence Fee and all other sums due (whether formally demanded or not) under this Licence clear of all deductions and at the agreed times;

## not use the Car Park other than for the Designated Use;

## not use the Car Park outside the Designated Hours and, for the avoidance of doubt, shall ensure that no vehicles are left in the Car Park overnight;

## comply with all laws, regulations and codes of practice relating to the Car Park and relating to the Designated Use;

## notwithstanding any other clause of this Licence, observe any rules and regulations made by the Diocese and / or the Parish Priest from time and time which relate to the Licensee's use of the Car Park;

## not make any alteration or addition whatsoever to the Car Park;

## not display any advertisement, signboard, nameplate, inscription, flag, banner, placard, poster, sign or notice at the Car Park or elsewhere in the Car Park;

## not do or permit to be done on the Car Park anything which is illegal or which may be or become an actionable nuisance to the Diocese or any owner or occupier of neighbouring property;

## not cause any damage to the Car Park or any neighbouring property;

## leave the Car Park in a clean and tidy condition;

## immediately inform the Parish Priest of any damage caused to another vehicle or any third party or property owned by the Diocese as a result of its use of the Car Park;

## immediately inform the Parish Priest of all accidents involving injury to any individual(s) and any 'near misses' and which relate to the use of the Car Park by the Licensee and the Licensee must complete the relevant section in the Parish's Accident Book;

## indemnify the Diocese against all actions, proceedings, costs, claims and liabilities arising directly or indirectly out of its use of the Car Park and any breach of its obligations under this Licence;

## effect, and shall ensure that any suppliers shall effect, adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 and produce evidence thereof on demand; and

## ensure that all its members of staff using the Car Park pursuant to this Licence:

### comply with this Licence and any signs displayed in the Car Park;

### drive with all due care and attention in the Car Park;

### park within the lines of marked parking bays, vehicles which do not fit within the lines of marked bays may not use the Car Park pursuant to this Licence;

### ensure all vehicles are left secured with no personal possessions visible;

### do not leave any person or animal unattended within a vehicle;

### do not park within a bay designated for a specific purpose if they are not entitled to do so (including, without limitation, a bay designated for disabled persons without displaying an appropriate disabled badge); and

### do not leave rubbish in the Car Park or cause a nuisance to the Diocese or any properties neighbouring the Diocese.

# TERMINATION

## Either party may terminate this Licence by giving two weeks' notice to the other in writing, but without prejudice to any rights the Diocese or the Licensee may have against the other for breach of the terms of this Licence or otherwise.

## If the Licensee is in breach of any of the terms of this Licence, the Diocese can give written notice to terminate the Licence with immediate effect, but without prejudice to any rights the Diocese or the Licensee may have against the other for breach of the terms of this Licence or otherwise.

## Upon termination of this Licence the Licensee must immediately remove or cause to be removed from the Car Park all vehicles using the Car Park pursuant to this Licence.

# limitation of liability

## The Diocese shall not be liable for the of death or injury to the Licensee, its agents or employees but, for the avoidance of doubt, the Diocese is not limiting or excluding liability for any death or injury caused by negligence of the Diocese or any matter which would be unlawful for the Diocese to exclude or restrict liability.

# GENERAL

## All sums payable under this Licence are exclusive of value added tax.

## The Diocese gives no warranty that the Car Park possesses the necessary planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals for the Designated Use.

## The Licensee shall satisfy himself that the Car Park is suitable for the intended purpose and the Diocese gives no warranty that the Car Park is legally or physically fit for any purpose.

## No waiver by the Parish Priest of any breach of this Licence shall be considered as a waiver of any subsequent breach of the same or any other provision.

## The Diocese will not be liable to the Licensee or any other person for any obstruction, damage, injury or liability caused by others using the Car Park.

## A person who is not a party to this Licence may not enforce any of its terms under the Contract (Third Party Rights) (Scotland) Act 2017.

## The terms of the Licence are the entire agreement between the parties relating to the use of the Car Park and supersede all oral or written proposals, arrangements and understandings and 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 Diocese before the date of the Licence.

## This Licence will be governed by and interpreted according to the laws of Scotland. All disputes arising under this Licence will be subject to the exclusive jurisdiction of the courts of Scotland.

## The Parish Priest (or authorised signatory) shall act as agent for an on behalf of the Diocese and with no personal liability.

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

|  |  |  |
| --- | --- | --- |
| Signed by | …………………………….. for and on behalf of the **Diocese**  |  |
|  |
| Signed by | ………………………………**Licensee**for and on behalf of the **Licensee**   |  |