



COURTLAND PRIMARY SCHOOL

“Everybody can be Somebody”

Headteacher : Miss Lisa Walker
Licensing Manager : Mr D.Michael Rose

Courtland Licence No. 000

LICENCE AGREEMENT dated the day of 2011 BETWEEN

(A) COURTLAND SCHOOL

Courtland Avenue
Mill Hill
London NW7
020 8959 3274
www.courtland.barnet.org.uk

(“the School” and/or “we”) and

(B) The party whose name and contact details are set forth in Item 1 of the Schedule

(“the Licensee” and/or “you”)

RELATING TO your intended limited use of part of the School’s premises at Courtland Avenue as detailed in the Schedule on the terms and conditions set out below.

WHEREBY IT IS AGREED as follow :

Grant of Licence

1. We hereby grant you **licence and permission** to have sole use of that part of the School’s premises as is specified in item 2 of the Schedule together with use of the Additional Facilities specified in item 3 of the Schedule during the Licence Period specified in item 4 of the Schedule for such private purpose only as is specified in item 5 of the Schedule **SUBJECT** to and conditional upon the terms and conditions set out below.

Licence Fees and Deposit

2. Our Licence Fee for the grant of this Licence is specified in item 6 of the Schedule.. In addition the Deposit specified in item 7 of the Schedule is payable on the signing of this Agreement and will not be deducted from the Licence Fee. The full Licence Fee is payable at least 10 days in advance of the commencement of the Licence Period. If the licensed event takes place the Deposit will be refunded to you within 10 days thereafter less a reasonable sum for any breakages or damage to school property or effects and/or for any failure by you to clear up properly before your departure and/or for any cleaning due to your use of the school’s premises.

Cancellation

3. If the booking is cancelled by you the Deposit shall not be refundable in any circumstances but if any other sum has been paid prior to cancellation by you it shall be refundable if for any reason you give written notice of cancellation of this Agreement to us no later than 72 hours prior to the commencement of the Licence Period. The School also reserves the right to cancel this Agreement at any time during the same cancellation period in what the School reasonably considers to be exceptional circumstances justifying such cancellation in which case the Deposit and any other sums or sums previously paid by the Licensee shall be refunded to the Licensee in full.

Caretaker, Arrival and Departure

4. We will provide a Caretaker to open up and lock up and take charge of the keys at the School's expense during the Licence Period which will include approximately one half hour for arrival and set-up and one half hour for departure and clear-up.

Exclusion of Liability by the School

5. All liability on our part of whatsoever nature (including without limitation liability for personal injury and/or for loss of or damage to personal effects brought into the School's premises by you or with your permission) arising out of or in connection with your occupation and use of the Licensed Premises and/or Additional Facilities is hereby excluded and shall be entirely at your own risk.

Regulatory Compliance

6. You will ensure that your activities in the Licensed Premises fully comply with all health and safety and fire regulations and other statutory regulations and requirements and you will indemnify the School its Head Teacher staff and Governing Body against any and all liability arising out of or in connection with any failure on your part so to do and against any liability of the kind described in paragraph 5 above. Your use of and admission to the Licensed Premises will be for you and your invitees only and not for the general public unless expressly otherwise agreed in paragraph 10 of the Schedule...A copy of the School's Health and Safety Policy may be downloaded from the School's website and the Licensee will use all reasonable endeavours to ensure compliance with same so far as applicable to use of the School's premises and effects under this Licence.

Insurance

7. Notwithstanding the above you must arrange a Public Liability (Hirers) Insurance Policy through the School to cover any claims by Barnet Council and/or anyone else for loss damage injury or death caused by your negligence whilst at the School under this Licence at a premium of £7.35 per £100 (or part thereof) of the Licence Fee as specified in item 6 of the Schedule, unless you can satisfy the School that you already have adequate insurance of that kind to the extent required by Barnet for the whole of the Licence Period.. The Council has its own separate insurance cover for loss or damage which it may sustain through use of the premises otherwise than for commercial or political purposes, including cost of damage and the injury or death of any persons.

Clearing up before Departure

8. You will leave the Licensed Premises and the Additional Facilities at the end of the Licence Period clean tidy and free of rubbish and clutter and in all respects in the same good condition and location in which you find them and shall remove from the Licensed Premises all personal effects brought into the same by you or with your permission during the Licence Period. You and the Responsible Adult will ensure that there is no defacement of or damage to any part of the School premises furniture fixtures fittings and/or effects by any person entering the School premises with your permission and will indemnify the School against all costs claims and losses incurred by the School consequent upon. any failure on your part to comply with your obligations under this

paragraph. You should not assume that any school equipment which happens to be in the Licensed Premises (such as gantries, sound equipment TV whiteboard etc) are included in this Licence unless expressly included in the Additional Facilities.

Responsible Adult

9. The person named in item 8 of the Schedule as your “Responsible Adult” shall be present at the event throughout the whole of the Licence Period and (if other than the Licensee) shall be jointly and severally responsible with you for supervising the event and ensuring the good behaviour of all persons entering the School premises with your permission both during the Licence Period and at any other times prior to the departure of such persons and also for ensuring the due compliance by you with all the terms and conditions of this Licence Agreement. The Licensee and the Responsible Adult may be one and the same person.

Good Behaviour

10. You and your Responsible Adult will ensure that none of your visitors to the Licensed Premises and/or Facilities (including your own staff and all persons under your control) commits or permits any nuisance or annoyance to the School or any persons connected with it or the general public and in particular (but without limitation) you will ensure that all your said visitors to the School’s premises do not obstruct Courtland Avenue or any of the other roadways in the vicinity of the School and that they park their motor vehicles responsibly and with due consideration for the School’s best interests and those of local residents.

Duty to vacate on time

11. If you do not vacate the Licensed Premises and Additional Facilities by the end of the Licence Period you will be charged for any overtime pro rata to the agreed Licence Fee hourly rate in units of one quarter of such rate for each 15 minutes or any part thereof.

Prior Inspection of School Premises

12. You acknowledge having been given an opportunity of visiting the School prior to the signing of this Agreement to acquaint yourself with the Licensed Premises and the Additional Facilities and with the location of fire exits and fire extinguishers and shall be deemed to have entered into this Agreement with full knowledge thereof and to accept the same in the condition they are now in

Premises Off Limits.

13. All School premises other than the Licensed Premises and the Additional Facilities are strictly off limits and excluded from this Licence and the Responsible Adult will ensure that this limitation is strictly observed. The Responsible Adult will further ensure that the Licensed Premises and Additional Facilities are used only for the purpose specified in item 5 of the Schedule.

Maximum Permitted Number

14. The number of persons attending the Licensed Premises under this Licence Agreement shall not exceed the Maximum Number of Visitors specified in item 9 of the Schedule.

No Alcohol

15. No alcohol shall be consumed in or brought onto any School premises by or with the consent of the Licensee without the express prior written permission of the School by inclusion in paragraph 10 of the Schedule. If any such permission be given it shall be the responsibility of the Licensee in good time to obtain the appropriate liquor licence from the local Magistrates Court and deliver a copy of same to the School’s Licensing Manager at least 7 days prior to commencement of the Licence Period.

Regulated Activities and CRB Clearance

16. Any activity which requires an entertainment or gaming or other licence from the London Borough of Barnet is forbidden unless such licence has been obtained by the Licensee and copied to the School no later than 7 days before commencement of the Licence Period. The use of any musical instrument and/or the playing of recorded music in the Licensed Premises is forbidden without the prior express permission of the School (by inclusion in the Additional Facilities and/or in paragraph 10 of the Schedule) and without the consent also of any statutory body music publisher collection society and/or copyright owner concerned. Responsibility for obtaining any requisite CRB (Criminal Records Bureau) clearance shall be that of the Licensee. The Licensee shall indemnify the School against any liability which the School may incur by reason of the Licensee's failure fully to comply with the Licensee's obligations under this paragraph.

Cooking prohibited

17. Cooking in the Licensed Premises and use of the School kitchen and utensils and kitchen-equipment is not permitted except to such extent (if any) as may be specified in the Additional Facilities and/or in paragraph 10 of the Schedule, but any washing up may be done in the pantry sink. No cooking equipment may be brought into the Licensed Premises or the school kitchen by or on behalf of the Licensee without the express prior written consent of the School in paragraph 10 of the Schedule.

Hanging Rails

18. Portable hanging rails for coats and umbrellas may be brought temporarily by the Licensee into the entrance lobby of the School and used for that purpose but must be removed at the end of the Licence Period.

Caretaker Services

19. The Responsible Adult will be present at all times during the Licence Period and will identify himself/herself to the Caretaker prior to the commencement of the Licence Period and shall ensure compliance with all reasonable requirements of the Caretaker consistent with the terms of this Licence. The Caretaker will have been instructed by the School to allow access to first aid materials for use in case of minor injury and use of telephone when reasonably required in case of emergency. The Caretaker shall be permitted to inspect and monitor the use of the Licensed Premises at any time during the Licence Period.

Other Terms

20. Any special or additional terms and conditions which may be agreed between the parties are set forth in item 10 of the Schedule.
21. The particulars set forth in the Schedule are to be regarded as incorporated into this Licence Agreement and binding on the parties.
22. Your signature on two pro forma copies of this Licence Agreement and their delivery to the School Licensing Manager together with a cheque for the Deposit shall serve as your application to the School for grant of this Licence Agreement but such application shall not be regarded as successful nor shall this Licence Agreement take effect unless and until one such copy is countersigned on behalf of the School and dated and delivered to you the duplicate copy being countersigned and retained by the School. If your application is unsuccessful you will be notified to this effect as soon as practicable and the Deposit cheque will be returned to you (or if it has been encashed the amount of same will be refunded).
23. Paragraph headings are for convenience only and shall not be used as an aid to interpretation

SIGNED by the parties to this Agreement or their duly authorised representatives (and by the Responsible Adult as evidence of his agreement to its terms) on the date first specified above

SCHEDULE OF PARTICULARS

1. **The Licensee:** Name :.....
Address
Telephone :.....
2. **The Licensed Premises :****School Assembly Hall**
3. **Additional Facilities :**.....**Access via main hallway. Use of adjacent toilet in new extension. Use of existing seating and two trestle tables. Permission to bring in “takeaway” Food.**
4. **Licence Period : Time :**
Date :
5. **Specified Purpose :**
6. **Basic Licence Fee**
Insurance (at 7.35 %
Total “Licence Fee”
7. **Deposit :**
8. **Responsible Adult :** Name :
Address : as above
Telephone as above E-mail as above
9. **Maximum Number of Visitors :** ...**65**...including...**40** children under 18.
9. **Additional Terms (if any)**..... **NONE**

(sgd).....
Pre pro Courtland School

(sgd).....
The Licensee

(sgd).....
The Responsible Adult