

## Licences

Girlguiding groups hiring out their Girlguiding properties for non-guiding activities need to arrange for a licence to be completed and signed. As a Girlguiding volunteer or member of staff, if you need to grant a licence you have the option of using the attached draft. It's a draft because you must check it first, and change it if necessary. You should check:

**If you could delete parts.** Some details may not be relevant, for example a literary society hiring a premises once a month might not need as many precautions in place as a youth club using the premises every week.

**If it's a leasehold property that's being hired.** Check if the license breaches any terms of the lease. For example, letting a property for a commercial project, like an antiques fair, may go against the lease terms and applicable planning regulations, or affect charity rate relief. Usually the local authority will warn before they take formal action, but you should try to avoid the need for this in the first place.

**The licensee must arrange their own public liability insurance cover.** The Guide Association's policy only offers public liability cover for guiding activities (and also for management committee members who are not Association members).

**Two copies of the licence must be prepared and signed.** Make sure one copy is kept by the unit, and one by the licensee.

**Model draft licence for Guide premises  
(regular hirings)**

Note 1: insert full name of Guide unit or area

Note 2: insert an address to which the Licensee can send or deliver notice to end the Licence, which may be the address of the building or a private address if felt to be more secure

Note 3: insert full names and addresses of representative(s) of the Licensee

Note 4: give name of the Licensee - i.e. club/institute/playgroup

Note 5: give address of Guide Hut etc.

Note 6: e.g. a nursery school, dancing lessons, playgroup

Note 7: insert period of notice e.g. one month

Note 8: insert name of signatory

**The Guide Association**  
**Licence for regular hiring of premises**

**This licence** is made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ between: \_\_\_\_\_

(1) (Note 1) \_\_\_\_\_

of The Guide Association care of (Note 2) \_\_\_\_\_

which is its address for service of notices ('the Licensor')

(2) (Note 3) \_\_\_\_\_ of \_\_\_\_\_

and \_\_\_\_\_ of \_\_\_\_\_

for and on behalf of (Note 4) \_\_\_\_\_

('the Licensee') of the other part

Whereby it is agreed as follows

1. The Licensor hereby licenses and authorises the Licensee to enter upon and have the use of the premises known as (Note 5) \_\_\_\_\_ ('the Premises') for the purpose mentioned in Clause 3(4) hereof between the hours of \_\_\_\_\_ and \_\_\_\_\_ on \_\_\_\_\_ to \_\_\_\_\_ of every week (both days inclusive) (complete as appropriate)
  
2. The licence fee shall be at the rate of £ \_\_\_\_\_ for every week for the period of this Licence payable in advance on \_\_\_\_\_ of every week the first payment to be made on the day of \_\_\_\_\_ 20[\_\_\_] (complete as appropriate)
  
3. In consideration of this Licence the Licensee hereby agrees as follows :-
  - (1) To pay the licence fee in accordance with clause 2 whether the same be demanded or not
  - (2) To refund to the Licensor all charges for gas or electricity consumed by the Licensee on the premises
  - (3) To refund to the Licensor any increase in the national non-domestic rate (or its equivalent) or water rates or other rates or charges occasioned by the use by the Licensee of the premises for the purpose permitted by clause 3(4)
  - (4) To use the premises for (Note 6) \_\_\_\_\_ and for no other purpose
  - (5) Not to use the premises for any purpose other than the permitted use and not to cause or allow to be caused any damage to the Premises or any part thereof or to the fixtures fittings furniture and effects therein
  - (6) To exercise the rights hereby granted and to ensure that the same shall be exercised in such manner as to cause as little damage as possible and to make full compensation for any damage which is caused
  - (7) Not to conduct their activities or exercise the rights hereby granted in any way which interferes with or adversely affects the enjoyment of the Premises by the Licensor or by others authorised by the Licensor

- (8) To use their best endeavours to expel any persons trespassing on the Premises during the periods referred to in Clause 1
  - (9) To keep the Premises clean and tidy and clear of litter
  - (10) Not to allow the rights to be exercised by any person other than by members of the Licensee
  - (11) Not to sub-licence or part with the rights hereby granted or any of them
  - (12) Not to assign the benefit of this Licence
  - (13) To issue each member of the Licensee with a card or certificate of membership or some other written form of authority which is to be produced if and when required by any representative of the Licensor (delete if not required)
- 4.
- (1)(a) Neither the Licensor nor any trustee for the Licensor nor The Guide Association nor the unit shall be liable to the Licensee or to the members of the Licensee or any other person exercising the rights hereby granted at the invitation of the Licensee for any personal injury damage loss or inconvenience howsoever or whatsoever caused to them or to any property brought by any person upon the Premises
  - (b) It is the intention of and agreed between the parties hereto that the License and its members and any other person exercising the rights at the invitation of the Licensee or its members shall do so at the risk of the Licensee and its members
  - (c) The Licensee agrees to indemnify the Licensor against all claims (as defined in Clause 4(2) below) by any lawful visitor to the premises who shall have entered thereon for the purpose (in whole or in part) of lawfully visiting the Licensee or its members or any of them or who shall have entered thereon with the permission of the Licensee or its members or any one of them
- (2) The Licensee hereby covenants to keep the Licensor the trustees for the Licensor and The Guide Association and its or their employees or agents and all those authorised by the Licensor to use the premises indemnified against all claims (meaning all demands or liabilities in respect of damage loss or injury of any description other than those arising out of any act or omission of the Licensor or its trustees or The Guide Association and its or their employees or agents and all those authorised by the Licensor) which may be brought against or occur to or affect the Licensor or such persons as aforesaid or their property and which arise from or through the exercise of any of the rights hereby granted or the non-observance of any of the terms of this Licence whether express or implied
- (3)(a) The Licensee hereby covenants effectively to insure the Licensee and all its members and all their lawful visitors against all claims arising from the exercise of the rights or from any negligence or default (including any breach or non-observance of any of the terms of this Licence whether express or implied) in connection with the rights or with the Premises or any activity thereon (whether authorised or not) for a limit of Indemnity of not less than five million pounds each and every claim and so as to fully satisfy all claims for which the Licensee and its members or other persons as aforesaid may be liable whether under this Licence or otherwise
- (b) On demand the Licensee shall produce the policy and the last receipt to the Licensor before the Licence comes into operation and if so requested use best endeavours to secure that the interest of the Licensor be endorsed on such policy
- (c) If the Licensee fails to produce such policy or a valid cover note the Licensor may suspend the operation of the Licence until either is produced

(d) Where the Licence intends to provide activities for children the Licensee hereby undertakes the Relevant Disclosure checks i.e. DBS; PVG; Access NI etc. on all employees and/or volunteers involved in providing such activities will be carried out before the activities take place

5. (1) This Licence may be determined forthwith by notice given by the Licensor on any breach or non-performance by the Licensee of any of the terms and conditions herein contained but without prejudice to any claim by the Licensor against the Licensee in respect of any such breach or non performance

(2) *delete option not required*

This Licence may be determined at any time by either party giving to the other (note 7) \_\_\_\_\_ calendar months notice in writing

OR This Licence is granted for a period of \_\_\_\_\_ months/years from the date hereof and may thereafter be determined at any time by either party giving to the other (note 7) \_\_\_\_\_ weeks/calendar months notice in writing

6. It is hereby agreed between the parties hereto that this Agreement constitutes a Licence and confers no tenancy upon the Licensee and that possession of the premises is retained by the Licensor subject however to the rights created by this Licence as witness the hands of the parties the day and year first above written

Signed by \_\_\_\_\_ (note 8)

duly authorised on behalf of the Licensor \_\_\_\_\_

in the presence of \_\_\_\_\_

Signed by the said \_\_\_\_\_ (note 8)

duly authorised on behalf of the Licensee \_\_\_\_\_

in the presence of: \_\_\_\_\_

Signed by the said \_\_\_\_\_ (note 8)

duly authorised on behalf of the Licensee \_\_\_\_\_

in the presence of: \_\_\_\_\_

**Ref: sl-59**

We collect your personal information to manage your hire, provide incident related support, process insurance claims and other legal purposes.

We may share your data with:

- Insurance companies
- Legal representatives
- Girlguiding HQ
- Regional and local Girlguiding organisations
- Other third parties connected to your hire, for example, the Fire Brigade

We process the data you provide under our legitimate interests of managing our property in line with legal requirements.

For further information on how and why Girlguiding use your personal data, including how long we keep it, your rights, and how you can contact us, please read our full privacy notice at: [girlguiding.org.uk/privacy-policy/](https://www.girlguiding.org.uk/privacy-policy/)