**Board of Management of ERST Schools**

**Template Short form licence**

**(Short Usage e.g. for an hour of a room/hall/playing pitch in a School)**

**WARNING**

No template can be definitive or cover all possible situations. Accordingly, when using this document:

* read it carefully to make sure it suits your circumstances and insert the details which are specific to your situation;
* check that it is up to date;
* read and understand any notes;
* note that this template is **confidential** and intended for use by the Boards of Management of ERST Schools. This template **must not,** under any circumstances**,** be circulated externally; and
* remember that law and practice change over time, so always check with Mason Hayes & Curran, rather than any previous document.

**To be on**

**School Letterhead**

**Addressed to the Licensee**

**Date:**

**Matter: Use of [*INSERT PART OF SCHOOL PROPERTY*, *and ADDRESS OF SCHOOL]***

Dear [ ]

You have asked to have access to and use of part of [*insert name and address of school*] on the basis set out in the attached summary. The Board of Management of [insert name of school] (the “**Board of Management**”) request that you sign this letter to confirm your acceptance in a legally binding way of the terms of this access and use:

* this agreement creates rights and obligations which are personal to you. It does not create any property rights and the Board of Management may terminate it on giving [ *one* ][[1]](#footnote-2) weeks’ notice
* the Board of Management may vary your days or times or your location at their discretion
* you must maintain suitable insurance to cover risks and for amounts as set from time to time by the Board of Management and you must show us confirmation of cover on request
* you will be responsible for all matters of compliance with legislation and guidelines of statutory authorities regarding your access and use including, for example, child protection matters
* you will not permit the Licensed Area or any part thereof to be used for any purpose or activity which offends against the Catholic ethos Edmund Rice Schools Trust
* you agree to indemnify the Board of Management against any claims arising from any third parties in relation to your use of the Licensed Area and against any consequences adverse to the Board of Management of any breach by you of this agreement

Yours sincerely,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(for and on behalf of the Board of Management

of [ name of school] )

I accept the licence on the above terms and the licence particulars.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of

Licensee

Witness:

Address:

Occupation:

**Appendix 1**

**LICENCE PARTICULARS**

|  |  |
| --- | --- |
| 1. **Date of Licence** | day of 20 |
| 1. **Licensor** | Board of Management of [ insert name of the school ] |
| 1. **Licensee** | [Name of Individual and home address] [●]  [Company name, registered number and registered office] |
| 1. **The Licensed Area** | [ identify area i.e. hall/ room ] being part of [insert name and address of School] [*and as is more particularly delineated on the map annexed hereto and thereon outlined in red][[2]](#footnote-3)* together with the right to use the access roads and footpaths for the purposes of access to and egress from the Licenced Area. |
| 1. **The Activities** | [insert permitted activities] |
| 1. **Licence Period** | 1 year less 2 days being 25 and 26 December |
| 1. **Commencement Date** | The day of 20 /or the date hereof [[3]](#footnote-4) |
| 1. **Licence Fee** | An hourly/weekly/monthly Licence Fee of [€ [●] ] payable [in full on the Commencement Date/weekly/monthly in advance] |
| 1. **Permitted Time** | Means  Days [ ]  Hours [ ] |
| 1. **Insurance** | The Licensee has provided a copy of its insurance cover note, which is attached at Appendix 2. |

**Appendix 2**

**Insurance**

1. Notice period TBC [↑](#footnote-ref-2)
2. Delete if no map [↑](#footnote-ref-3)
3. Delete one [↑](#footnote-ref-4)