

Naíonra Licence



GAELSCOIL _____

Dated this day of

GAELSCOIL _____

and

[INSERT LEGAL TITLE OF NAÍONRA]

AGREEMENT

DRAFT

THIS Agreement is made the ____ day of _____

BETWEEN

1. THE BOARD OF MANAGEMENT OF GAELSCOIL _____ of [insert address] ("GC") of the one part and
 2. [INSERT LEGAL TITLE] ("the Provider") of [INSERT ADDRESS] of the other part
- collectively referred to as "the Parties".

WHEREAS:-

- A. GC is the occupier of GC School Premises and it wishes to facilitate [an Irish medium pre-school ("an Naíonra") and an after school club ("Club Spraoi")].
- B. The Provider wishes to operate an Naíonra and the Club Spraoi and would like to use GC School Premises to offer these services to children who attend an Naíonra and the pupils of GC School respectively [IF THERE ARE ANY PRECONDITIONS TO ENTRY TO THE NAÍONRA, THESE SHOULD BE INSERTED HERE AND BELOW IN THE PERMITTED USE DEFINITION].
- C. The Parties have therefore agreed to enter into this Agreement subject to the terms and conditions hereinafter appearing.

1. Definitions

In this Agreement the following words shall have the following meanings:-

- 1.1 "Allocated Space" is the [Portakabin] [LOCATED AT [INSERT] AND WHICH IS KNOWN AS [INSERT]]. The Provider will have the non-exclusive use of the Allocated Space for the Permitted Use in accordance with the terms herein. The Provider shall have a right of access to the Allocated Space during the Permitted Opening Hours and to GC yard and green areas strictly on condition that same are not in use by other internal or external parties or groups and such groups and parties will at all times have priority over the Provider unless otherwise agreed in writing between GC and the Provider. For the avoidance of all doubt, other than as provided for herein, the

Provider is not entitled to the use of any other part of GC School Premises including, but not limited to classrooms, the school library and/or sports facilities/equipment [PLEASE CONFIRM].

- 1.2 "GC School Premises" means the premises occupied by GC at [add address].
- 1.3 "Fee" means [€750] per calendar month from each September to each June inclusive during the Agreement Period. The fee is to be paid by the Provider to GC by standing order [on the first business day of the month in respect of the month to which the payment relates [AMEND AS APPROPRIATE].
- 1.4 "Agreement Period" means the period during term time commencing on [1 September 2017] and terminating on [30 June 2021] subject to the terms of this Agreement. It should be specifically noted that the Permitted Use shall not take place during the October mid-term, Christmas, February mid-term, May week break, Easter break and/or the Summer holidays during the Agreement Period.
- 1.5 "Permitted Operating hours" means between [PLEASE INSERT TIMES] for an Naíonra and from [PLEASE INSERT TIMES] for an Club Spraoi, from Monday to Friday during the Agreement Period. The Provider, its employees, servants, agents, invitees and/or any other person(s) including children who are on GC School Premises arising out of this Agreement must have vacated GC School Premises at the very latest by [PLEASE INSERT TIMES] each day. This is to ensure that GC security arrangements are strictly observed. For the avoidance of all doubt, other than as provided for herein, the Provider shall not access the Allocated Space nor GC School Premises at any other time or for any other purpose.
- 1.6 "Permitted Use" shall mean use strictly for the sole purposes of providing the services of an Naíonra from [PLEASE INSERT TIMES] and an Club Spraoi from [PLEASE INSERT TIMES] and no other purpose whatsoever. No third party whatsoever will be entitled to use the Allocated Space without prior written approval from GC. An Club Spraoi can only be made available to and shall only be used by GC pupils. The number of attendees in an Naíonra and an Club Spraoi cannot in any circumstances exceed a combined total maximum capacity of [PLEASE INSERT] children. For the avoidance of all doubt, other than as provided for herein, the Provider shall not access the Allocated Space or GC School Premises at any other

time or for any other purpose.

NOW IT IS HEREBY AGREED by the Parties as follows:-

2. Subject to the terms and conditions of this Agreement and to payment of the Fee, GC hereby permits the Provider to use the Allocated Space for the Agreement Period only for the purpose of the Permitted Use during the Permitted Operating Hours which shall be subject at all times to due compliance by the Provider and its employees, invitees and duly authorised servants and/or agents with such reasonable regulations as GC (and/or its Insurers) may from time to time make for the orderly and safe use of the Allocated Space. It is hereby acknowledged by the Parties that the Provider shall not have exclusive use of any portion of GC School Premises.
3. The Provider hereby agrees with GC as follows:-
 - 3.1 to use the Allocated Space only for the Permitted Use;
 - 3.2 to keep the Allocated Space in a neat and tidy condition at all times;
 - 3.3 not physically to damage or suffer or allow damage to be caused to any part of GC School Premises;
 - 3.4 to observe and cause its employees, duly authorised servants and/or agents to observe all regulations from time to time made by GC for the orderly and safe use of GC School Premises. GC must at all times have access to the Allocated Space;
 - 3.5 during the Agreement Period to pay to GC the Fee;
 - 3.6 not to do or suffer or allow to be done any act or thing which is or is likely to be or become a nuisance, danger, disturbance or annoyance to GC, its servants, agents, invitees and licensees;
 - 3.7 to ensure that areas other than the Allocated Space are not accessed other than for the purpose of access to and from the Allocated Space, by the Provider, its servants, agents and/or any other third parties associated with her/them/it and strictly in accordance with this Agreement;
 - 3.8 not to bring or keep any animal in to or on to the Allocated Space;
 - 3.9 that the use of other school facilities and consumables such as printing, photocopying and other school resources will be paid for separately by the Provider on presentation of an invoice by GC to the Provider and such invoice to be discharged within 14 days' of the date thereof **[DELETE IF NOT APPLICABLE]**;

- 3.10 to undertake to abide by all regulations applicable and the Provider must undertake to inform itself/herself of all such regulations;
 - 3.11 to ensure that all employees, invitees and duly authorised servants and/or agents of the Provider have undergone Garda Vetting and that the outcomes were satisfactory;
 - 3.12 to ensure compliance with Child Protection Procedures;
 - 3.13 to ensure compliance with relevant school policies;
 - 3.14 to undertake to abide by all applicable regulations and the Provider must undertake to inform itself/herself of all such regulations;
 - 3.15 to maintain at all times during the continuation of this Agreement a policy of insurance including employer's and public liability insurance with a reputable insurance company and to produce the policy and receipt in respect of the current year's premium to GC in advance of the commencement date and yearly thereafter on or before 31 August in each year of the Agreement Period, the said policy must conform to any requirements of GC and/or its insurer. The Provider must also conform to and with all and any requirements of the Provider's insurers;
 - 3.16 upon the expiration or sooner determination of this Agreement to remove all of the Provider's property from the Allocated Space.
4. The Provider has no entitlement to and is not permitted to use GC's name, address and/or logo on any headed paper, flyers, leaflets, posters, any electronic communication and/or merchandise or any other material associated with the Provider. The Provider, its employees, servants, agents, invitees and and/or any other person are not permitted to advertise the Provider's services in or on GC School Premises, the curtilage thereof or elsewhere without prior written approval from GC. The Provider must make a written request for such written approval thirty days in advance of the Provider's intended display. Where such written approval is granted, the approval will make specific provision for the date of removal of such materials and the Provider hereby agrees to fully comply with same. Unapproved advertising will be removed without notice to the Provider. **[IF THIS IS NOT APPLICABLE IT SHOULD BE DELETED]**
5. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given:
- (a) when delivered, if delivered during normal business hours of the recipient;

(b) when sent, if transmitted by facsimile transmission, or on the second business day following posting, if posted by ordinary pre-paid post, in each case addressed as follows:

6. This Agreement is personal to the Provider and therefore is not capable of being assigned or transferred to or shared with any other person or company. Accordingly, the Provider shall not attempt or purport to dispose of or deal with the rights hereby granted in any way. The relationship of landlord and tenant shall not subsist or be deemed to arise between the Parties and is hereby expressly excluded.
7. The provisions of this Agreement constitute a licence only. The Provider shall not be or become entitled to any estate or interest in the Allocated Space or any works thereon or to exclusive possession or occupation of the Allocated Space or any works thereon or any part of GC School Premises and in this Agreement the Provider acknowledges that it is permitted only to use the Allocated Space with GC for the purposes and strictly subject to the terms and conditions of this Agreement.
8. The Provider hereby indemnifies GC, its officers, servants and agents from all liability, claims, proceedings, costs and expenses in respect of any claims or demands from any person or persons in respect of any damage, loss, accident, injury, mishap or occurrence of any description, fatal or otherwise arising out the Provider's use of GC's School Premises (including use of same by the Provider's employees, servants, agents and/or invitees) or arising out of or in any way connected with this Agreement hereby granted or by reason of anything done by the Provider or any omission of the Provider in exercise or purported exercise of this Agreement and the permission hereby granted.
9. This Agreement shall not restrict the possession, occupation, management and/or control of the Allocated Space by GC.
10. GC is not bound by any contractual arrangements entered into by the Provider with any third parties.
11. If at any time during the continuance of this Agreement the Fee shall be in arrears for a period of 14 days or the Provider shall in the absolute opinion of GC be in breach of any of the clauses/conditions herein contained, GC may at any time after such failure by written notice to the Provider determine this Agreement as from the date specified in such notice (not being less than 21 days after receipt by the provider of such notice) and

this Agreement shall thereupon determine accordingly but without prejudice to any claim by GC in respect of any antecedent breach of any clause/condition herein contained.

12. This Agreement and the rights hereby conferred shall automatically terminate on the expiration of the Agreement Period. This Agreement may also be terminated by GC once 60 days' notice is given in writing to the provider. Equally the provider may also terminate this Agreement if it gives GC 60 days' notice in writing. This Agreement is subject to GC Patron's and the Department of Education & Skills consent. If such consent is not provided and or if any time this consent is revoked, this Agreement will terminate with immediate effect.
13. This Agreement shall be governed and construed in accordance with the laws of the Republic of Ireland and the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of Ireland.
14. The Provider hereby acknowledges, agrees and accepts that it is entering into this Agreement in its personal capacity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day of year first herein written.

**SIGNED FOR AND ON BEHALF
OF GC**
in the presence of:-

SIGNED BY THE PROVIDER
in the presence of:-